

C O P Y

ROY NUNES, Local 70

BEFORE

JOINT WESTERN AREA COMMITTEE
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

--oo--

BROTHERHOOD OF TEAMSTERS
AND AUTO TRUCK DRIVERS
LOCAL No. 70
70 HEGENBERGER ROAD
OAKLAND, CALIF. 94621

P R O C E E D I N G S

of the

SPECIAL JC#7 COMMITTEE

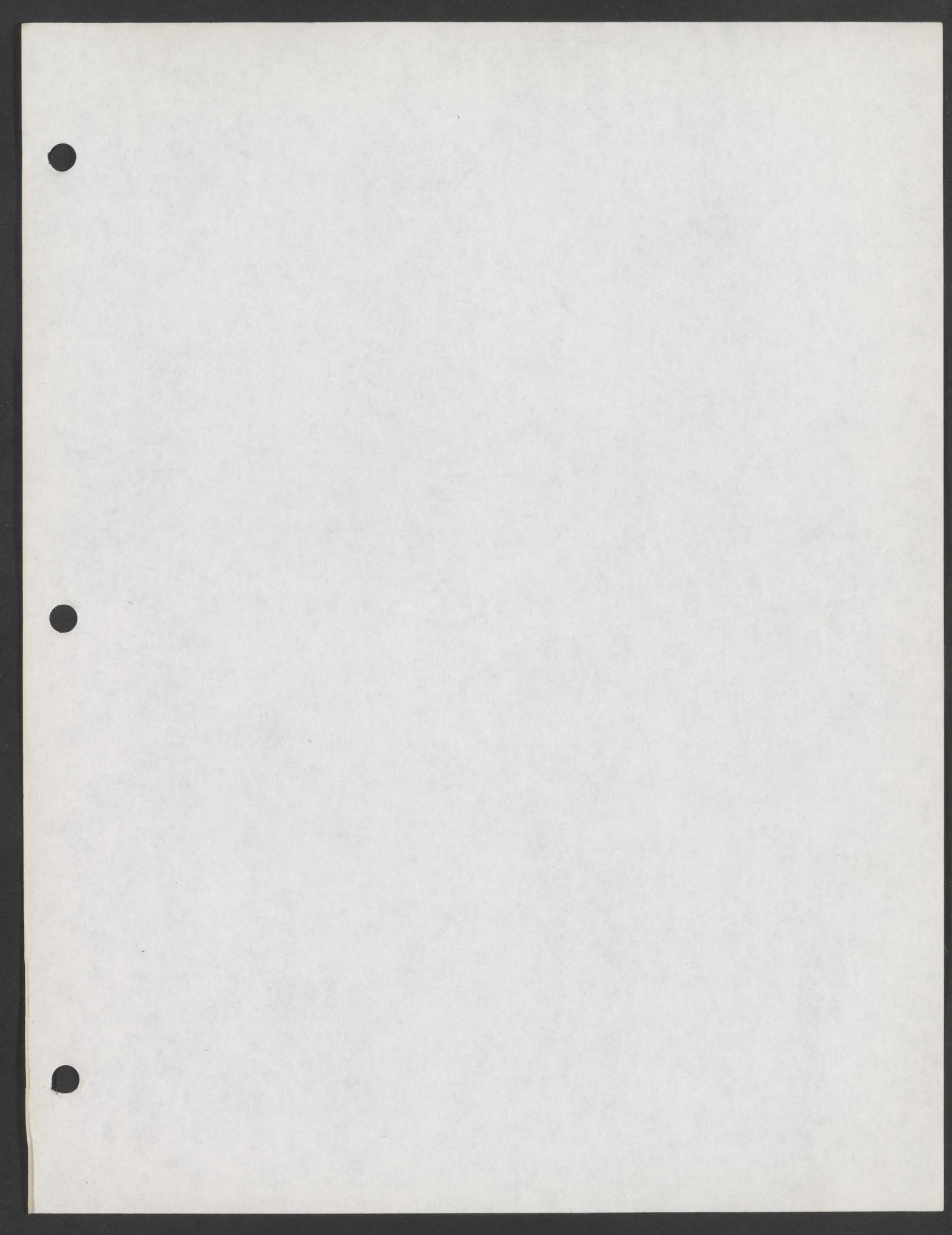
SAN FRANCISCO, CALIFORNIA

NOVEMBER 12 and 13 1968

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2 I N D E X
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3 TUESDAY AFTERNOON SESSION, NOVEMBER 12 1968. 2
4 WEDNESDAY MORNING SESSION, NOVEMBER 13 1968. 60
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BEFORE

JOINT WESTERN AREA COMMITTEE

WESTERN STATES AREA MASTER FREIGHT AGREEMENT

--oo--

PROCEEDINGS

of the

SPECIAL JC#7 COMMITTEE

ROOM 1836
HILTON HOTEL
SAN FRANCISCO, CALIFORNIA

NOVEMBER 12 AND 13 1968

1 CASE #11-8-4229 NOVEMBER 12 1968

1:37 P.M.

2 PACIFIC MOTOR TRUCKING COMPANY, and
3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman
7 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

8 APPEARANCES:

9 D. R. McKNIGHT and TOM JOYCE appeared on behalf of the
10 employer.

11 LOUIS RIGA appeared on behalf of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: This is Case 11-8-4229 involving
14 Local 70 and the PMT.

15 You're on!

16 MR. RIGA: OK. The case being deadlocked at the Joint
17 Council that the claim of the union be allowed is a simple fact
18 of seniority which deals with Articles 39 and 51 of the Local 70
19 Pickup and Delivery Supplemental Agreement.

20 The days in question are September 10 and 17 of 1968.

21 At that time, the company used a junior man whose name is
22 Al Smith to perform fork lift work on the platform. The senior
23 employee, David Paiva, who has close to twenty years of seniority
24 with PMT, was disallowed the fork lift classification.

25 The company claimed that Al Smith, the junior man, who
26 had established a personalized rate of pay through a reassignment

1 on a layoff, that since they were paying him that rate of pay,
2 that they had the right to utilize him. Al Smith does drive
3 bobtails at the heavy duty rate of pay, and Mr. Paiva, who had
4 a heart attack prior, is not allowed to drive, but is allowed
5 to drive the fork lift on the platform. And since he is not
6 receiving the personalized rate, the company feel they do not
7 have to exercise--

8 CHAIRMAN WILLIAMS: Seniority.

9 MR. RIGA: --seniority for the purpose of allowing him
10 that extra fifty cents. And this is what the union is claiming.
11 That's the union's basic position.

12 MR. KING: Let me ask a question before we start. The
13 reason you are saying this is because you have an agreement or
14 the union has an agreement or understanding with Pacific Motor
15 that they bid the jobs by virtue of seniority?

16 MR. RIGA: Yes, they do. But I would classify this as
17 a bid job on those two days. The bid man was absent from work.

18 MR. KING: Here's what I am trying to say: The contract
19 does not provide for bidding.

20 MR. SLAYBAUGH: That's one thing.

21 MR. KING: Wait a minute, so that Roy will understand.
22 The contract does not provide for bidding. The contract does
23 provide, from the inception of the contract, that employees,
24 by virtue of seniority, shall be allowed an opportunity to bid
25 a higher paid position, but not for one day.

26 My understanding at Pacific Motor Trucking is that they

1 have agreed with the union, and by past practice, they have
2 allowed these jobs to be bid. Now, the question is: Did they
3 or didn't they? It doesn't really revolve around the contract
4 as such.

5 MR. SLAYBAUGH: I believe if they did, as a supposition,
6 agree that jobs shall be bid, regardless of what the contract
7 says, does that agreement also say that they shall be bid for
8 one day, one hour, one minute? Or what does it say? Is it
9 going to be a permanent full-time job to be bid, or is it going
10 to be any particular day that anybody doesn't show up that they
11 have to bid the job?

12 MR. KING: Let me say this: If the company made this
13 agreement with the union and went beyond the contract, then all
14 we can do is make a decision by virtue of what they have done in
15 the past. And this company has done it with 70: allowed them
16 to bid these jobs on a one-day basis.

17 MR. SLAYBAUGH: It's beyond me how they could possibly
18 operate that way. They don't know before the starting time who
19 is going to be there and who is not going to be there.

20 MR. KING: I agree they have done--

21 MR. SLAYBAUGH: Are you saying that in the event they start
22 to work at seven o'clock and a fork lift driver isn't there, they
23 have to scoot all around the barn and find the senior man on the
24 seniority roster?

25 MR. KING: Tell me what they--

26 CHAIRMAN WILLIAMS: Have we got the company here?

1 MR. McKNIGHT: Yes, I am here.

2 CHAIRMAN WILLIAMS: Maybe we can get some sequence of what
3 we are talking about.

4 MR. McKNIGHT: I have to agree in part with Mr. King in
5 that I don't see any violations of Article 39 or any contractual
6 provisions necessarily affecting this particular set of
7 circumstances.

8 Now, we do bid jobs or higher classifications at our
9 terminal. We bid permanent positions, and we bid vacation
10 relief assignments. We do not bid jobs on a daily basis, I mean,
11 on a one-day basis.

12 This particular claim arises out of our utilizing a man
13 already drawing the higher rate of pay, the fork lift rate of
14 pay, on a one-day basis to cover the job vacated by the regular
15 bid man for that day.

16 In other words, on our day shift, for example, where this
17 occurred, we have two regular bid fork lift drivers. In
18 addition to those two men, we have four--we have five individuals
19 who draw the higher rate of pay, the fork lift rate of pay, by
20 virtue of loading bobtails all day long, and it's a personalized
21 rate of pay that's been. . . not a personalized, but an
22 established rate of pay that was established sometime back.

23 These individuals do from time to time handle the fork
24 lift when it's required in the course of loading their bobtails.
25 Therefore, they have received the rate of pay, they have
26 established the rate of pay for some time.

1 Now, on these particular two days in question, the regular
2 fork lift bid man was off sick; he called in sick. So we
3 simply covered that fork lift work, when it was required, with
4 a man that was already drawing the higher rate of pay.

5 We don't feel that it's incumbent upon us to advance a
6 man into that higher classification, when we're already paying
7 individuals the higher rate of pay, for a one-day coverage.

8 Now, should this have been a permanent job or a vacation relief
9 job for a period of two weeks or a week, it would have been
10 posted for bid as a vacation relief or as a permanent job, and
11 Mr. Paiva could have exercised his seniority at that time and
12 taken it for whatever duration the bid happened to call for.

13 It happens that Paiva was the individual in this particular
14 case, even though I'm more interested in the very idea of having
15 to move a man into a higher-rate-in-pay job when you're already
16 paying another man who happens to be junior than I am to clutter
17 it up with Mr. Paiva's personal background.

18 CHAIRMAN WILLIAMS: Just a minute. You're creating a doubt
19 in my mind. You only have one seniority roster for your company.
20 Now, by virtue of classifications--and I assume this is what
21 we're talking about--in order to get the higher rate of pay,
22 you're in a different classification, or in some way it could be
23 on the same shift.

24 MR. McKNIGHT: That's right.

25 CHAIRMAN WILLIAMS: But what you are saying is that your
26 high-loader operation pays more per hour than the regular dock

1 work, and since you do have a man on that personalized rate or
2 a high-loader rate, you can bypass the seniority roster in order
3 to utilize that man just because he's there.

4 Now, I think you got to talk about another thing on that
5 day-to-day basis. If this is contrary to what the contract calls
6 for, we got one problem. But since you got that, I think we've
7 got three or four.

8 MR. SLAYBAUGH: Another facet of this is obvious from the
9 company. As I understand, you have some four, five men who are
10 getting the fork lift rate because they do operate a fork lift now
11 and then in the loading of trucks. How come now that a man
12 senior to them is saying he should be a fork lift driver. How
13 do they come to be fork lift drivers in the first place? How
14 come the senior man didn't have the fork lift job?

15 MR. RIGA: May I go off the record?

16 [Remarks outside the record.]

17 CHAIRMAN WILLIAMS: My only reason why I asked the question:
18 certainly where you have only one seniority board, and one day
19 you did it one way and another day you didn't. Because if there
20 didn't happen to be a guy there to fill that vacation that day
21 that was drawing the higher rate of pay, where would you have
22 filled it?

23 MR. KING: Ask him.

24 MR. SLAYBAUGH: But the fact is, Roy, they have seven fork
25 lift--

26 MR. RIGA: That's a good question.

1 CHAIRMAN WILLIAMS: I want to ask the question: How would
2 you have filled it if you didn't have a man under that classi-
3 fication available that morning there?

4 MR. McKNIGHT: We would have filled it with the most
5 senior qualified unassigned man on the platform.

6 [Remarks outside the record.]

7 CHAIRMAN WILLIAMS: Let's go on the record.

8 Are there any other questions you want to ask? Have you
9 got anything else you want to say?

10 MR. RIGA: I'd like to add--

11 CHAIRMAN WILLIAMS: We don't want you to take up all day
12 and night.

13 MR. RIGA: No.

14 CHAIRMAN WILLIAMS: It's a pretty simple case.

15 MR. RIGA: That's right. No. The only thing I'm saying:
16 Let's not mistake the classifications. We have a bobtail driver
17 that--

18 CHAIRMAN WILLIAMS: Yes.

19 MR. RIGA: --you know, loads 10,500 pounds or more. He
20 gets the same rate of pay as a fork lift driver. The majority
21 of people at PMT working the platform in the afternoon go out
22 with the overflow freight. They drive bobtail and they get the
23 higher rate of pay.

24 This is the case with Al Smith. Paiva, which I explained
25 before, had a heart attack. He's not allowed to drive, and they
26 are going ahead and not allowing that man to get the higher rate.

1 because he is allowed to drive the fork lift. And we are saying
2 that seniority should prevail. That's all I have.

3 MR. McKNIGHT: I would like to have an opportunity to
4 rebut. Mr. Paiva has not been restricted to not driving. As
5 a matter of fact, on May 21st '68, his bid called for a bobtail
6 that called for a higher rate of pay, and he voluntarily
7 relinquished it, requesting that he be put back on the 8 a.m.
8 platform job. He does not want to drive. This is his signed
9 statement to our dispatcher relinquishing his bid.

10 Now, I want to just get back to one more question. I can
11 see that this particular issue, while it seems minor, could get
12 to the point where you would have a man drawing the higher
13 rate of classification, a hostler, for example, or a doubles
14 man, whom you would want to transfer a load in your yard in the
15 evening which would require the use of a fork lift or some other
16 piece of mechanical equipment.

17 We do not feel that we want to get in a position where we
18 have to not use this man, even though he's drawing the higher
19 rate of pay, and go to the senior qualified unassigned man on
20 the platform and put him into a higher classification simply to
21 do this work.

22 MR. KING: You don't do that now.

23 MR. McKNIGHT: I know we don't, George, but--

24 MR. KING: Wait a minute. You don't do it now. But what
25 do you do when you are filling a higher paid position? It's not
26 in the contract. What do you do?

1 MR. McKNIGHT: We do one of two things. If it's on a
2 daily basis--

3 MR. KING: What do you do?

4 MR. McKNIGHT: I have told you three times: we take the
5 senior qualified unassigned man on the platform.

6 MR. KING: But the contract doesn't say you have to do
7 that, does it?

8 MR. McKNIGHT: Well, no. But it does say that a man will
9 be given an opportunity to qualify.

10 MR. KING: For a higher paid position. And everybody
11 sitting in this room knows that when it was negotiated, it was
12 for a permanent position.

13 MR. McKNIGHT: On a permanent position, we post them for
14 bid.

15 MR. KING: Where does it say in the contract?

16 MR. McKNIGHT: It doesn't say, and I don't quarrel. But
17 it's something that this terminal has had for years and years.

18 MR. KING: All I am trying to say: You have made rules
19 between the union and yourselves that are not in the contract,
20 and they have to be decided on that basis and not the contract.

21 MR. McKNIGHT: I don't think we have a quarrel with the
22 bidding procedure.

23 MR. SLAYBAUGH: But we still have Section 5 in the contract,
24 which is a combination work, which is very clear that any man
25 working the higher rate of position that day shall be paid that
26 day at the higher rate of pay.

1 MR. KING: That would be true and I would agree with you,
2 and if they never had bidding in the barn, you're exactly right.
3 But since their own rates are bid every day when a job is open,
4 by virtue of seniority, that is not applicable.

5 MR. McKNIGHT: We don't bid every day, George.

6 MR. KING: Well, let me see. You got a heavy duty guy off
7 tomorrow morning. You got nobody with heavy duty classification.
8 How do you fill that job?

9 MR. McKNIGHT: When we come in at eight a.m. the next
10 morning, we take the senior qualified unassigned man by phone
11 and put him on the job.

12 MR. KING: Senior. You got a lift truck driver. You don't
13 have a heavy duty.

14 You come in in the evening. Let's change it. You come in
15 at swing shift. How do you fill that?

16 MR. McKNIGHT: And you have nobody drawing the rate of pay?

17 MR. KING: Yes.

18 MR. McKNIGHT: You take the senior qualified unassigned
19 man.

20 MR. KING: Don't you bid the job?

21 MR. McKNIGHT: That is simply the procedure for filling
22 the job.

23 MR. KING: That's what I am trying to say: You made your
24 own problem at PMT.

25 CHAIRMAN WILLIAMS: Let me ask a question here: Supposing
26 you had no bidding procedure whatsoever, under this Section 5 that

1 you are talking about, would you then just go and get anybody
2 that was qualified and put him on for that particular day or
3 what have you?

4 MR. SLAYBAUGH: They might do that. Here's what PMT. . .
5 You can go off the record.

6 [Remarks outside the record.]

7 CHAIRMAN WILLIAMS: Let's excuse the parties.

8 [Executive session.]

9 MR. KIRBY: Based on the company's practices, the claim
10 is upheld if the records show that seniority is applied on a
11 daily basis when vacancies exist.

12 MR. KING: Second.

13 CHAIRMAN WILLIAMS: You have heard the motion. Ready for
14 the question?

15 All those in favor, signify by saying "Aye." Those
16 opposed?

17 The motion is carried.

18 [Whereupon, the parties returned to the hearing room and
19 the motion was read by the reporter.]

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1 CASE #11-7-3379 NOVEMBER 12 1968

2:24 P.M.

2 SANTA FE TRAILS, and
3 LOCAL 85, San Francisco, California

4 and

5 CASE #11-7-3410

6 PACIFIC MOTOR TRUCKING, and
7 LOCAL 287, San Jose, California

8 and

9 CASE #5-8-3865

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PACIFIC MOTOR TRUCKING, and
LOCAL 85, San Francisco, California.

SPECIAL JC#7 COMMITTEE

UNION COMMITTEE:

EMPLOYER COMMITTEE:

ROY WILLIAMS, Chairman
GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

APPEARANCES:

R. V. HINDERLITER and HARRY COZART appeared on behalf
of Santa Fe Trails.

TOM ANDRADE and TIM RICHARDSON appeared on behalf of
Local 85.

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CHAIRMAN WILLIAMS: This case involves 11-7-3379; 11-7-
3410; and 5-8-3865.

It involves the contract both in the Western Conference,
the Central States, the Southern and the East, and it revolves
around the different and various plans that the companies use
for the piggy-back operation on a consignee basis. In other

1 words, the shipper may consign it to a certain group, which the
2 operators claim they have no rights to designate as to how it's
3 going to be loaded or unloaded. They're not responsible, in most
4 cases, for the shipper's count or the consignee's count.

5 And the union's position is that it's taking work away from
6 Teamsters employed under the local cartage contracts, which are
7 supplements to the national, and we do not, in this case, want
8 to confine it strictly to 85, 287 and 85. We want to build a
9 record here so that this case can be presented to the Multi-
10 Conference and the National Committee.

11 We have several other cases that we've agreed to postpone
12 or hold until a decision can come out of the National as to the
13 positions of the companies and the union, and then we can judge
14 those cases and rule on those cases based on that decision.

15 Now, this would include, maybe, one article in Joint
16 Council 7's contract. It may include another article in another
17 contract, all of which are supplements to the national.

18 Now, we, the union, got together and drew up what our
19 argument is or what we think our argument is. I would like for
20 the union to present their case so that it can become part of
21 this record, and certainly, then I assume that the companies have
22 a record that they want to put into the record also. Is that
23 right?

24 MR. HINDERLITER: Right.

25 CHAIRMAN WILLIAMS: Don, I guess we understand that this
26 doesn't only apply to Joint Council 7's contract. This applies

1 to the different and various articles in supplements throughout
2 the country.

3 MR. SLAYBAUGH: I don't know what the understanding is on
4 that basis. As far as we're concerned, we're here, of course,
5 with Joint Council 7.

6 MR. KIRBY: We could only argue on our contract.

7 CHAIRMAN WILLIAMS: I understand. But so there isn't any
8 misunderstanding here--there was a meeting that we had on this
9 subject at the Western Conference at which I was asked to come
10 in--this isn't only a problem under Plans 1, 2, 3 and 5 in the
11 Bay Area as such. This is the 1, 2, 3, 4 and 5 piggy-back plan
12 which affects all of the unions over the country, only maybe
13 under different articles. That's the reason I wanted to clarify
14 it.

15 Mr. Andrade.

16 MR. ANDRADE: Yes. We filed, I think, approximately
17 February the 1st of 1968. Prior to the date of filing, the PMT
18 had been dropping, with other carriers, pigs where the people
19 were other than our people doing this work. I have a few listed
20 here that I can read to you. I can read a few, and then you can
21 apply the balance, if you like.

22 On 11-8-67, Davis Appliance, 1502 El Camino, Redwood City,
23 Van No. 550003 dropped by John Applegate.

24 On 11-9-67, Collies Appliance, Broadway Street, Redwood
25 City, Van XTRZ370072 dropped by Bob Ballance.

26 On 11-14-67, Collies Appliance, Broadway Street, Redwood

1 City, Van XTRZ271650 dropped by Don Brown.

2 I have duplicates here, so I won't read the duplicates.

3 And then we move down to 12-18-67, Horner & Company at
4 700 San Antonio Road, Palo Alto. Two vans were dropped that
5 particular day: 208851 and 709577, dropped by Jake Townsend and
6 Bob Dagget (D-a-g-g-e-t).

7 Now, we have others here. I don't know whether we should
8 turn around and. . . Well, we have one over there:

9 3-5-68, Great Western Furniture on Broadway Street, Redwood
10 City, Van XTRZ277067 dropped by Jake Townsend.

11 Then we go down to 3-12-68, R & K Distributors on Rollins
12 Road, Burlingame, Vans RTCZ205400 and RXXZ209107 dropped by
13 Ralph Polley and Ben Medina.

14 Do you think that we should include all these, Don? Do
15 you want to include them all?

16 MR. SLAYBAUGH: It's not material. Put it in the record
17 as you choose because, of course, we are going to point out that
18 what you are stating is not the issue before us, unless you
19 elaborate on this as to who did the loading and unloading.

20 CHAIRMAN WILLIAMS: Off the record.

21 [Remarks outside the record.]

22 MR. ANDRADE: These vans that were dropped by the carriers
23 that were on a contract with us at the customer, they load or
24 unload these vans with help other than people covered under the
25 Local Pickup and Delivery Agreement and the Master Freight
26 Agreement. Under the Local Pickup and Delivery, this happens to

1 be Article 45. Under the Master Agreement, this happens to be
2 Article 2, Section 2. And under these articles, under Article
3 45 and Article 2, it specifies that nobody but people covered
4 under this agreement shall load and unload or drive trucks. And
5 what we are saying here, in essence. . . And we want to get it
6 clear in the record that we are not objecting to any carrier
7 dropping any vans; what we are objecting to is that these vans
8 are being unloaded by people other than the people covered under
9 this agreement.

10 [Remarks outside the record.]

11 MR. ANDRADE: This is the union's position. And, as I
12 say, I've got a list of various vans here that we'll turn around
13 and enter into the minutes and we will keep for further evidence
14 whenever it's needed. That's the union's position.

15 MR. SLAYBAUGH: May I speak now?

16 Cal Trucking Association, on behalf of its members, will
17 stipulate that it is and has been for many years a practice of
18 trucking companies to drop trailers at shippers and consignees.
19 It is also stipulated that the conditions under which the loading
20 and unloading of these dropped trailers must take place are
21 covered under Article 45 of the Joint Council 7 Local Pickup and
22 Delivery Agreement.

23 That's all I want to say.

24 CHAIRMAN WILLIAMS: Off the record.

25 [Remarks outside the record.]

26 MR. HINDERLITER: I have copies of the presentation, and

1 I'll give the reporter the one that has some tariff items
2 attached to it.

3 My name is R. V. Hinderliter. I am with Santa Fe Trail
4 Transportation Company.

5 This presentation that I have given you carries two of
6 the three case numbers: 11-7-3379 and 5-8-3865. And it also
7 would include the third case referred to: 11-7-3410.

8 The motions deadlocked at the local level on these two
9 cases are that since the local unions of J.C. 7 have not
10 negotiated Plans 1-5, and if unlawfully under Article 25 (which
11 is the Separability and Savings Clause of the Master Agreement),
12 then the union should have the right to sit down with the company
13 and negotiate, and if not agreed on in 60 days, the union shall
14 have the right to take economic action.

15 It is difficult to understand this motion since Article 25
16 is applicable only to clauses, sections or articles of the labor
17 agreement declared by a court of competent jurisdiction to be
18 invalid. Nothing in the labor agreement has in any way been
19 violated, held invalid or changed, nor is such contemplated.

20 More important is that the railroads' tariff Plans 1-5,
21 to which this motion refers, are those of the railroad companies
22 and not those of ours or any other trucking company. Whether
23 or not the railroads, which are not parties to the J.C. 7 local
24 agreements, have developed their Plans 1-5 with the unions with
25 whom they have labor agreements is not known to us. The fact
26 remains the railroads do have such tariff plans in effect and

1 have had since 1958.

2 Santa Fe Trail Transportation, Pacific Motor Trucking
3 Company and scores of other trucking companies in J.C. 7 and
4 throughout the United States handle freight for the railroads
5 and individual companies under the requirements of these plans.
6 The railroads or individual companies are the customers who
7 contract with the trucking company to move their freight in one
8 piece from point A to point B, exactly the same as we would
9 contract with any customer to pick up a single package, whether
10 a container the size of a shoe box or the size of a trailer, and
11 deliver it to the consignee. We have no more right to open this
12 container, which is not our freight and not loaded by us, than
13 we have to open any sealed package given us by the customer for
14 delivery. Under the railroads' tariff which prohibits a charge
15 against the shipper or consignee for, and requires them to do
16 their own, packing and unpacking, shipper's load and count as it
17 were, it would be unlawful for us to perform the unloading or
18 loading process or to make any charge for such work.

19 If the Teamsters Union took the position of refusal to
20 recognize the railroads' Plans 1-5 when the freight is moved by
21 a Teamster-organized trucking company, it is probable the
22 railroads would simply give this business to those trucking
23 companies who could and would take it under the conditions and
24 terms of the specific railroad plan or revert to carload
25 movement.

26 Some locals of J.C. 7 claim, and this is probably the real

1 issue, that the provisions of their Article 45 (work jurisdiction)
2 are being violated by the trucking companies when handling the
3 railroads' freight under the rails' Plans 1-5 in the loading or
4 unloading process. Yet part (4) of Section 2 of Article 45
5 very clearly makes exception when the freight is loaded or
6 unloaded by the customer under conditions beyond the control of
7 the trucking company. Since it is the customer's own freight
8 which he can pick up himself if he chooses, and the trucking
9 company is prohibited by law from either packing or unpacking
10 this freight, it obviously is beyond the control of the trucking
11 company.

12 None of the railroads' tariff plans, of which copies are
13 attached, when the trucking company performs the motor vehicle
14 portion of the transportation in any way result in any violation
15 of the Teamster agreements by the trucking companies.

16 MR. SLAYBAUGH: Off the record.

17 [Remarks outside the record.]

18 CHAIRMAN WILLIAMS: Anything else?

19 Let's excuse the parties.

20 [Executive session.]

21 MR. KIRBY: Let's just refer Case 3379, Case 3410 and
22 Case 3865 to the Multi- and National Conference for settlement.

23 MR. KING: Second.

24 CHAIRMAN WILLIAMS: You heard the motion. Ready for the
25 question?

26 All those in favor, signify by saying "Aye." Those

1 opposed?

2 The motion is carried.

3 [Whereupon, the parties returned to the hearing room and
4 the motion was read by the Chairman.]

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1 CASE #11-8-4234 NOVEMBER 12 1968

3 P.M.

2 WEST TRANSPORTATION, and

3 LOCAL 85, San Francisco, California.

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman
7 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

8 APPEARANCES:

9 J. BLOODGOOD and DON GARCIA appeared on behalf of
10 the employer.

11 TOM ANDRADE, TIM RICHARDSON, JOHN CARDINALE and JIM
12 ROURKE appeared on behalf of Local 85.
13 - - -
14

15 CHAIRMAN WILLIAMS: This is Case 11-8-4234 involving
16 Local 85 and West Transportation Company.

17 Is this a discharge?

18 MR. RICHARDSON: No, it's not.

19 CHAIRMAN WILLIAMS: Then, the union goes first.

20 MR. RICHARDSON: It started, in this case, on March 21st
21 1968 when Mr. Pardini and Mr. Garcia came in to my office in
22 San Francisco, 255 Channel Street, stating that they wanted to
23 sign a contract with Local 85 and that they would have an
24 operation that would run from Grassi American Cement Company in
25 South San Francisco to a construction job, Number One, California
Street, in San Francisco.

26 They said the approximate time of this job would be about

1 three or four months. I discussed with Mr. Pardini and Mr.
2 Garcia. They signed the contract at that time in my office, and
3 they stated they were going to use three men. They asked if
4 they could transfer three men from their local of 315 who would
5 do this work. I told them they could. I told them they could
6 give the names to our secretary-treasurer or assistant secretary-
7 treasurer, Phil Gallagher, and that he would make arrangement
8 to transfer the men. At that time, we thought that the men had
9 transferred in.

10 It was approximately two months later, sometime in late
11 May or early June, I had occasion to visit the job on Number
12 One, California Street, and we saw a West Transportation truck
13 coming in, and I questioned the driver as to whether he had
14 transferred in and where he had picked up the material. He told
15 me he had picked up the material in South San Francisco at
16 Grassi American, which is within the jurisdiction of Local 85,
17 and that he had delivered it to this construction job site at
18 Number One, California Street. I asked him how long he had
19 been doing this, and he said for approximately three months.

20 Mr. Rourke was with me at that time, and this is about
21 the time that we filed the grievance. I think Jim can go on
22 from there.

23 MR. ROURKE: Well, it was through the issue of early June
24 that we contacted West Transportation at the Mutual Benefit
25 Building off of California Street and advised them that, at this
26 point, they had transferred no 315 men into Local 85's union.

1 We met with these gentlemen, and it was agreed once again that
2 they would send two men down to our union, the 315 men, to
3 transfer them into Local 85, and if not, that they would hire
4 two men, 85 men out of our hall.

5 Again, in early September, at the Crocker Bank Building,
6 we find the same violation going on: 315 men doing the
7 operation; no power equipment with the equipment; and the
8 laborers or whatever they are in the steel building, whatever
9 it is, unloading our equipment.

10 As a result of this, we then filed a grievance under Joint
11 Council 7 and its grievance procedure at that time, on September
12 the 16th. The case was heard on October the 17th, with the
13 result of a motion being made, I assume, by the California
14 Trucking Association. By its language, "the Company had no
15 terminal in Local 85's jurisdiction and the decision in Case
16 JWC #2-8-3610 will apply and the claim of the Union is denied."
17 This motion deadlocked. As a result, we are sitting here.

18 And the JWC #2-8-3610 case has no bearing on this situation
19 whatsoever. That was merely a jurisdiction of local pickup and
20 delivery between Locals 70, 85 and 315. And this is the reason,
21 gentlemen, that we're here: to determine this issue.

22 And I also must bring to light: Why West Transportation
23 came in to Local 85 to sign a contract with Local 85 at this
24 point, I do not know, because it's my understanding that prior
25 to this, the Cal Trucks hold their power of attorney, which
26 automatically would have come under the Local Pickup and Delivery

1 contract within Local 85.

2 MR. RICHARDSON: I might add that they came to us to sign
3 a contract. We've never allowed, contrary to what Mr. Kirby
4 and Mr. Slaybaugh might say, any company to come in here and
5 pick up on a regular basis, pick up in our jurisdiction and
6 deliver in our jurisdiction. They know it's our work. They
7 signed a contract. I've never met a bigger liar than this
8 company, I'm telling you.

9 CHAIRMAN WILLIAMS: Hey, hey!

10 MR. RICHARDSON: They get me mad, Don. He says he has
11 work to do. Fine, whoever is telling me. They have told us
12 three different times they are going to transfer men. All they
13 have to do is go to court or the NLRB, but do what they are
14 told to do. Then we got this. It goes back to March. We filed
15 one claim for forty-five days on this. We got another claim
16 coming up now. I might add that they have fourteen trailers
17 dropped in our jurisdiction. There was ten of them down at
18 Grassi American Cement Company.

19 They are doing this job. They bid on the job. Where it
20 should take three men, they have one man doing it, and they are
21 avoiding the waiting time. There are Grassi American people down
22 in South San Francisco loading the trailer while this guy hostles
23 it back and forth. Then, when they get up to San Francisco, they
24 drop the trailer on California Street and Post Street, and they
25 let the ironworkers get on it, without a Teamster standing by.
26 This is something we never do. When the ironworker gets on that

1 there has to be Teamster power on it. The same Grassy American
2 Cement Company keep an old goat down there. They finally did it
3 the other day, but this is after five months. I don't know who
4 the. . .

5 MR. ROURKE: Gentlemen, may I at the moment just refer to
6 our Local Pickup and Delivery contract, the Supplement, Article
7 45, and I believe you gentlemen are very well cognizant of what
8 it says, and it certainly develops the full intent. Just to read
9 a couple of excerpts from the article: "Except as provided in
10 this article, only persons working under the jurisdiction of
11 this agreement shall drive, load, unload trucks, trailers, vans
12 or other types of equipment used in connection with the trucks."

13 And this in itself is a premise of what follows within the
14 Local Supplement Agreement. And certainly, this is an outside
15 jurisdiction coming in and making the pickups and deliveries.
16 They are allowing steel men (I don't know the technical terms
17 for the people who work in the building), but they are allowing
18 them to unload. This we do not mind. But the Teamster that
19 hauls that piece of equipment must remain with it. Its power
20 equipment must remain with it.

21 MR. RICHARDSON: Why did they come down and sign a contract
22 with us, and tell us they are going to transfer the men in if
23 they don't know that it's our work? That's where they signed it

24 CHAIRMAN WILLIAMS: Let me ask a question: Does this
25 company haul building material to a job site within the juris-
26 diction of Local 85?

1 MR. RICHARDSON: Yes.

2 CHAIRMAN WILLIAMS: They pick it up within the jurisdiction
3 and deliver to the job site?

4 MR. ROURKE: And deliver within the jurisdiction, right.

5 CHAIRMAN WILLIAMS: Slay.

6 MR. SLAYBAUGH: Mr. Chairman, may I ask a couple of
7 questions?

8 No. 1, Tim: What was it? March 1968, they came in. Do
9 you know how many employees they had working there in 85 at that
10 time?

11 MR. RICHARDSON: None.

12 MR. SLAYBAUGH: They signed a contract and had no employees?

13 MR. RICHARDSON: That's right. They were going to transfer
14 three in at the time they signed the contract.

15 MR. SLAYBAUGH: They signed a contract, but no employees.

16 MR. ROURKE: In order--

17 MR. RICHARDSON: They were--

18 CHAIRMAN WILLIAMS: Wait!

19 MR. RICHARDSON: They had three people that were working
20 at the job.

21 CHAIRMAN WILLIAMS: Which were Teamsters?

22 MR. RICHARDSON: They were Teamsters from 315, and they
23 asked if they could transfer these people in. We said, "Yes,
24 you can transfer them in." They signed the contract. I said,
25 "Give the names to our secretary-treasurer, Phil Gallagher."
26 Mr. Garcia, I think he went out. You were going to give the

1 names. Wait! You--

2 MR. SLAYBAUGH: You answered the question. I'm satisfied
3 with it.

4 Let me go a step further. Then, at that particular time,
5 they had three men from another local working, however, in your
6 territory?

7 MR. RICHARDSON: They were working in our territory,
8 picking up and delivering in our territory.

9 MR. SLAYBAUGH: All right. And these three men, it was
10 agreed, then, that they were to be transferred in 85?

11 MR. RICHARDSON: He said the job just started, then.

12 MR. SLAYBAUGH: That was agreed between--

13 MR. RICHARDSON: Yes. I told them what they could do.
14 I says, "You go down your list. You can ask them who wants to
15 transfer. You take the three men from the bottom of the list.
16 If they don't want to transfer, we will supply you with the
17 men."

18 MR. SLAYBAUGH: Tom, what I had in mind, I wonder if I
19 can say it right away: Did the union ever contact these three
20 men and ask them to transfer in 85?

21 MR. RICHARDSON: They had the names. Don brought them
22 over. He said they were coming in. They had one of them with
23 them when the came to sign.

24 MR. GARCIA: No.

25 MR. SLAYBAUGH: Did they say--

26 MR. RICHARDSON: We didn't hear from the company. Mr.

1 Garcia said that he went out and told Mr. Gallagher that he was
2 going to transfer the men, gave him the three names. He told
3 Gallagher, "It is only going to be for a couple of weeks," and
4 that Gallagher said, "What's the use?" Gallagher said that he
5 doesn't even recall talking to them. He says, "We'll send the
6 three guys to see you Monday."

7 MR. SLAYBAUGH: And did the three guys come in?

8 MR. RICHARDSON: No one came in.

9 MR. SLAYBAUGH: Did the union ever contact the men to ask
10 them?

11 MR. RICHARDSON: Yes, we did.

12 MR. SLAYBAUGH: Did they agree to do it?

13 MR. RICHARDSON: This is when the grievance was filed.
14 They were supposed to send us over three names, and they said
15 that they would. Don, for Christ's sake, we do this all the
16 time on transfer. You know what I mean. If you want to transfer
17 for a haul line, I'm not going down to every company. What they
18 said, I took them at their word, just like I told Cal Truck.

19 MR. ROURKE: In early June. . . I was not present when
20 they signed this contract and had this agreement with Tim. All
21 right. Now, however, let's bypass this at the moment. In early
22 June, when we had our first problem with them, they came in and
23 sat down, and at that time, once again, in the presence of
24 myself, John Cardinale and other people involved--

25 MR. SLAYBAUGH: These are the employers you are speaking
26 of?

1 MR. ROURKE: These gentlemen right here, and they told us
2 they would send the men to transfer in.

3 MR. RICHARDSON: You know yourself they got thirty days
4 to transfer in, to make up their minds.

5 MR. SLAYBAUGH: I want to make sure what we have said to
6 see if I am right. They came in to your office and signed a
7 contract with you on March the 1st 1968, at which time they had
8 no employees in 85.

9 MR. RICHARDSON: They had three people working out of 85.

10 MR. SLAYBAUGH: But they were not members of 85.

11 MR. RICHARDSON: They were not members of 85. They were
12 employees in 85.

13 MR. SLAYBAUGH: Subsequent to that, they agreed that they
14 would ask the men to come in to transfer to 85.

15 MR. RICHARDSON: At the time they signed the contract, they
16 said they would do it.

17 MR. SLAYBAUGH: All right. OK. Fine. Subsequently, did
18 those three men ever contact you?

19 MR. RICHARDSON: They had thirty days to do it.

20 MR. SLAYBAUGH: Did they do it?

21 MR. RICHARDSON: No, they didn't do it. That's why we
22 went down.

23 MR. SLAYBAUGH: Did these three men ever contact the union?

24 MR. RICHARDSON: No, because they were told by the company
25 not to do it.

26 MR. SLAYBAUGH: Did the union ever contact the three men?

1 MR. RICHARDSON: We did not get the names of the three men
2 from the company that they were going to send over. We contacted
3 the company. We had to go out looking for the company after that.

4 MR. SLAYBAUGH: Well, excuse me, but I think your testimony
5 says that in September, you went there on the job and you talked
6 to one of the men.

7 MR. RICHARDSON: No. I said that in June--

8 MR. ROURKE: In June.

9 MR. SLAYBAUGH: You talked to one of these drivers?

10 MR. ROURKE: We talked to the driver that happened to come
11 into the establishment at the time.

12 MR. SLAYBAUGH: About joining 85?

13 MR. ROURKE: No.

14 MR. RICHARDSON: Wait a minute. About whether he was in
15 85 or not.

16 MR. ROURKE: Right, we questioned him.

17 MR. RICHARDSON: And then, at this time is when we filed
18 a grievance against the company asking for forty-five days' pay
19 for three men.

20 MR. SLAYBAUGH: What did he say at that time?

21 MR. RICHARDSON: This man said that he was not a member of
22 Local 85, that he worked out of 315. We didn't tell him to
23 transfer or anything at that time. We talked to the ironworker,
24 because there was no power underneath the trailer, and they
25 could not load or unload that trailer until Teamster power was
26 underneath it. This is our work. We didn't stop the company

1 at that time.

2 MR. SLAYBAUGH: As I understand, up to this time, not one
3 of these men has transferred?

4 MR. RICHARDSON: That's right. We are asking forty-five
5 days' pay for three men in the hall. I don't want them in now.

6 MR. SLAYBAUGH: Up to this time, none of these men has,
7 and the union, Local 85, has never contacted them to ask them?

8 MR. RICHARDSON: This is not true.

9 CHAIRMAN WILLIAMS: Off the record.

10 [Remarks outside the record.]

11 CHAIRMAN WILLIAMS: Go ahead.

12 MR. BLOODGOOD: The situation, as far as the company, is
13 simply this:

14 West Transportation is a specialized heavy hauler in this
15 state and has been for the past eighteen years. A large
16 proportion of our jobs are bid jobs, jobs that involve movement
17 from the fabricator to a job site, and when the job is completed,
18 our work in that area is completed. And so, it is at best of
19 a very temporary nature in any given area.

20 For the past eighteen years, we have been doing this type
21 of work in the Bay Area, operating out of only one terminal,
22 which is in Richmond. We signed both the Over-the-Road and the
23 Local Pickup and Delivery contracts with Local 315 and have both
24 local and line drivers, the line drivers operating principally
25 between our terminal in Richmond and Fontana and Montebello.

26 Apparently, we have a contract, a bid contract with Grassi

1 American Company, in South San Francisco, to deliver their
2 precast concrete panels to two buildings under construction here
3 in San Francisco, work which we have in the past been doing with
4 our local drivers from 315. We start them every day in Richmond,
5 they finish their day in Richmond. They accrue their overtime
6 and get portal-to-portal pay from Richmond to the job in South
7 San Francisco.

8 Our drivers have been thoroughly trained in this type of
9 work and they are now thoroughly experienced in this type of
10 work, as well as many of them have been driving with us since
11 the company started in business. This type of work demands this
12 type of driver for us to compete in the narrow field that we are
13 in.

14 Local 85 is now telling us that we must hire or transfer
15 men to Local 85 to continue this job, the job which was temporary
16 to begin with. In fact, one of the buildings was completed
17 yesterday, one of the two jobs is now finished. The erection of
18 these buildings has not continued steadily since their beginning.
19 Either wind, or rain, any kind of bad weather will shut down the
20 erection as far as our portion of the hauling is concerned. The
21 fabricator himself was on strike for almost two months during
22 this period, and other portions of the construction have fallen
23 behind on the installation of the panels on the outside of the
24 buildings, shutting down either one of the buildings for as much
25 as a week at a time. During these periodic shutdowns, we have
26 managed to keep these same drivers that were employed at these

1 jobs working at our Richmond terminal with other work, while,
2 if they had been members of Local 85, we would have had to put
3 them on layoff. We fail to see how this situation, then, could
4 have been of advantage to either our men or Local 85 men if we
5 had followed through with the request that 85 presented to us.
6 They would have lost the portal-to-portal pay from Richmond to
7 the job site in South San Francisco, they would have been
8 subjected to several layoffs in the interim and placed in the
9 position then, when the job is completed, of having to transfer
10 back again to 315 or be laid off in Local 85's territory.

11 We ask, then, that we simply be able to continue these
12 jobs until their completion with our experienced, trained men
13 from Local 315, and that we do so without the temporary driver
14 that we have had to hire to work as a hostler in the plant of
15 South City in order to continue the job.

16 CHAIRMAN WILLIAMS: Is there anything else?

17 MR. SLAYBAUGH: There's just one question that I want to
18 ask the company. You say you have in Local 315 both the line
19 and local agreements?

20 MR. BLOODGOOD: That's correct.

21 MR. SLAYBAUGH: Are these men working under the line or
22 the local agreement, these men you have?

23 MR. BLOODGOOD: These men who are doing this work are
24 working under the local agreement.

25 MR. SLAYBAUGH: They are always getting the local conditions
26 and rate of pay?

1 MR. BLOODGOOD: Absolutely.

2 CHAIRMAN WILLIAMS: Let me make a little statement here.

3 In the first place, there's no legal question here at all.

4 MR. RICHARDSON: Yes, they have been in court.

5 CHAIRMAN WILLIAMS: There's still no legal question. They
6 can have it in court if they want to, but your own brother will
7 sue you for falling down your driveway. We can make any kind
8 of a legal question. But under the terms of your contract and
9 the practice in the construction industry. . . That's what you
10 fellows have: you are in the construction field?

11 MR. BLOODGOOD: Yes sir.

12 CHAIRMAN WILLIAMS: And you come to my town, or his town
13 or anybody's town, sure, it's customary that you want to bring
14 your experienced people with you. But you have no right.

15 Now, if 85 was here claiming that you couldn't bring these
16 three guys up there, then I would tell 85 they're wrong. But if
17 85 was willing to accept your experienced people that you call
18 for, you're wrong, just as wrong as a \$9 bill, because Local 315
19 has no jurisdiction in this area.

20 For instance, a pipe contractor. He will come from. . .
21 we'll just use Los Angeles, for instance, and you want to keep
22 him because he's experienced. When he gets in here and picks up
23 and delivers within this jurisdiction, so many men, which is an
24 agreement between the two, should transfer and have to transfer
25 into the jurisdiction where you are working, or you are going to
26 be on strike constantly, because, in the first place. . .

1 Off the record.

2 [Remarks outside the record.]

3 CHAIRMAN WILLIAMS: Excuse the parties.

4 [Executive session.]

5 MR. KIRBY: The motion is that the issue is deadlocked.

6 [Whereupon, the parties returned to the hearing room and
7 the motion was read by the Chairman.]

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1 CASE #11-8-4228 NOVEMBER 12 1968

4:02 P.M.

2 OERTLY BROTHERS TRUCKING COMPANY, and
3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

6 EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
9 GORDON KIRBY

10 APPEARANCES:

11 HARRY BORLAND and CHUCK TEMPUS appeared on behalf
12 of the employer.

13 CHUCK MACK and BOB MELLO appeared on behalf of
14 Local 70.

15 - - -

16 CHAIRMAN WILLIAMS: This is Case 11-8-4228 involving Local
17 70 and Oertly Brothers.

18 Go ahead, friend.

19 MR. MACK: In this case, the company have changed their
20 sick leave policy, payment policy and they posted a notice
21 recording that, and since that time, they changed it.

22 The company, for about the last nine years, have paid sick
23 leave on the first day. Now, our contract in Joint Council 7
24 calls for sick leave on the second day, but the maintenance of
25 standards clause in the contract gives ninety days to correct
the error or thereabouts. But the company stipulates to the
fact that they paid it.

26 What we are saying is this: The company, once they have
established a practice of paying sick leave on the first day,

1 have to continue that practice, in accordance with the maintenance
2 of standards.

3 Now, secondly, they also had a unique way in which they
4 compute the sick leave. Instead of the fifteen days, they gave
5 individuals sometime after twenty-five or thirty days' sick
6 leave. In other words, they'd let it build for the drivers,
7 and there have been several instances--which the steward, who
8 is with me, can verify--in which some people have been paid
9 twenty-five and thirty days. That might vary.

10 MR. BORLAND: [Nods head affirmatively.]

11 MR. MACK: What we are saying is that the company, because
12 they have established a policy of paying sick leave, we feel
13 that they should maintain that policy. If they don't, they are
14 violating the maintenance of standards clause.

15 CHAIRMAN WILLIAMS: They have ninety days, under the
16 terms of the contract, to correct an error, if there is an
17 error. Is that right?

18 MR. MACK: That's correct, yeah.

19 CHAIRMAN WILLIAMS: Now, since this has been going on
20 longer than the ninety days, then, your position is that they
21 have established a maintenance of standards provision under the
22 contract, they have made a standard practice under the contract?

23 MR. MACK: That's correct.

24 CHAIRMAN WILLIAMS: And they did pay on the first day
25 for all these years that you are talking about?

26 MR. MACK: That's correct.

1 CHAIRMAN WILLIAMS: OK.

2 MR. TEMPUS: The maintenance clause, this we're not really
3 arguing with too much on this thing. We established this thing
4 back in August of 1962. At that time, we had five drivers in
5 our barn, and the drivers came to the company and asked if there
6 could be something set up and agreeable that we would be able to
7 pay on the first day's sick leave. And we figured, well, as long
8 as the men had sick days coming, and we had a real good barn and
9 these people didn't abuse it, we could work out something with
10 them. So it was more or less left with the understanding that
11 as long as the sick leave was not abused, yes, we would work it
12 out and go along with the men on the thing.

13 Then, recently here, I'd say within the last year and a
14 half, on several occasions, it's been abused. This was brought
15 to the men's attention by Harry, our terminal manager here, and
16 invariably, "This is being abused, fellows, you know. Let's
17 not continue. Let's knock it off." But it continued to be
18 abused in such ways here that in one instance, we had a situation
19 where a man took off for two weeks on sick leave, and we found
20 out that he bought a truck and was in business for himself after,
21 you know, pulling this off on the thing.

22 CHAIRMAN WILLIAMS: Was he in direct competition with you?

23 [Laughter.]

24 MR. TEMPUS: Yeah. How about that!

25 MR. TEMPUS: And then we had situations where we had
26 fellows be off, you know, they have taken off because they didn't

1 like the load that was coming up the next day. They made it
2 clear to everybody in the terminal: "I'm not going to handle
3 that type of a load. The heck with it! I'm going to stay home."

4 So we feel that has been in the area of abuse, and this
5 has been brought out to the men on several occasions. So we
6 took the position here, a few months ago, I guess three or four
7 months, that we had no choice but to go back and set it up to
8 the second day.

9 CHAIRMAN WILLIAMS: Anything else for the union?

10 MR. MACK: One thing, yeah. If the company paid sick leave
11 when guys took off to drive a truck in competition against them
12 or they paid sick leave because they didn't like the load. . .
13 Sick leave is for sick leave, and this one case with Turcott
14 where the guy drove the truck and they. . .

15 MR. BORLAND: No, we shouldn't.

16 MR. MACK: The company has a practice the first day, and
17 we are saying this: They should continue paying first day as
18 they have in the last nine years.

19 MR. TEMPUS: It hasn't been nine years. August of '62 is
20 when this agreement was made, mutual agreement.

21 CHAIRMAN WILLIAMS: Anything else?

22 Excuse the parties.

23 [Executive session.]

24 MR. SLAYBAUGH: The company shall continue the past
25 practice of paying on the first day of sickness for all present
26 employees. Any new employees hired after this date shall be

1 paid sick leave under the terms of the contract.

2 MR. KING: Second.

3 CHAIRMAN WILLIAMS: You heard the motion. Ready for the
4 question?

5 All those in favor, signify by saying "Aye." Those
6 opposed?

7 The motion is carried.

8 [Whereupon, the parties returned to the hearing room and
9 the motion was read by the reporter.]

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1 CASE #11-8-4237 NOVEMBER 12 1968 4:12 P.M.
2 SANTA FE TRAILS TRANSPORTATION COMPANY, and
3 LOCAL 315, Martinez, California.

4 SPECIAL JC#7 COMMITTEE
5

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman STAN WYKOFF
GEORGE KING GORDON KIRBY

8 APPEARANCES:

9 R. V. HINDERLITER and HARRY COZART appeared on behalf
10 of the employer.

11 VINCE ALOISE and JOE DAVIS appeared on behalf of
Local 315.

12 - - -
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14 CHAIRMAN WILLIAMS: This is Case 11-8-4237 involving
15 Local 315 and Santa Fe Trails.

16 MR. ALOISE: Under the PUD Agreement, Article 3, Section 4,
17 we have been doing this work for. . . thirteen years is one of
18 the older guys we've got, and he claims they have been doing
19 this work for longer than that.

20 On 7/26/68, 7/27/68 and 7/28/68, a supervisor, Jensen,
21 performed work that was normally performed by people under the
22 bargaining agreement. And the company has instructed supervisors
23 to perform this work, which should be performed by the men under
24 the unit.

25 What it is is the bumping of the tires, looking for flats,
26 taillights and stuff like that. This is the work that our people

1 have done for years. It's not recouping, where the supervisor
2 goes behind the guy and checks; it's the original work. And
3 we are claiming the three days' pay here. And I myself, with
4 Joe present, witnessed Mr. Cozart doing the same type of work
5 on a Saturday morning.

6 That's it in a nutshell.

7 CHAIRMAN WILLIAMS: OK.

8 MR. COZART: We had a case on this back in the local
9 committee, in 1966, where it was lost for this reason.

10 CHAIRMAN WILLIAMS: Lost by whom?

11 MR. COZART: By the union. We have no objections to the
12 men checking lights, bumping tires or anything else in the
13 physical inspection because we've got rules to that effect that
14 they have to bump those tires, that they have to check those
15 lights. If they go out on a street without them, they're
16 responsible. They don't have to pull the trailers if that's
17 defective, flat tires, lights out.

18 We're not taking that work away from them. We have our
19 supervisors to double-check it, and that's what we did in the
20 case before, and that's all we do, because we've got rules;
21 they have to do the work, and we still expect them to do it.
22 We don't want to take any work away from the Teamsters in the
23 line of checking tires, lights. Who else can do it? The guy
24 who's in the tractor, the guy that does the lights, he is ground
25 man, and I've got proof here that they are still doing it since
26 this case was even filed right here. I can show you two drivers--

1 I got the proof right here--where they have done this checking.
2 We have a sheet here. It's signed by them, and they are the
3 two men on that. Here's where they unloaded the trailers, the
4 times they unloaded, remarks, delays and defects. They have
5 to do that.

6 All right. Here is where they got "left flap missing."
7 Now, the driver wrote this. He made these checks. "Right
8 landing gear leg broken and bent." "Right taillights out."
9 "Right landing gear leg bent." This is various trailers here that
10 they unloaded. "Mud flap missing." "Marker lights out."
11 "Forty-five-minute delay. Bad order stand on the car."

12 We're not taking anything away from them. But we do have
13 to have supervisors to double-check, and that's all we're asking
14 for. We don't want to take any of their work, and we've got
15 rules that you've got to check those lights and tires.

16 The only thing that I've got to admit is: The day that
17 Vince talked about me doing it, which doesn't enter into the
18 case--it wasn't on that date, it wasn't in the case--unconsciously,
19 I went out there. I wouldn't check a tire once every six months,
20 but I did, and I don't deny. I'm really sorry. I didn't realize
21 what I was doing.

22 But as far as Teamster work, I'm sure I won't take the
23 work. I don't like working. They have got to continue what
24 they have been doing all the time and stay with it as far as
25 checking lights, tires, mud flaps, anything that makes that
26 trailer a violation of the law.

1 Now, when it comes to dents and scratches, the supervisor
2 has to do that because, for instance, a trailer comes in over
3 there and it's got a hole in the side. We've got to write that
4 down because six months later, Illinois Central or something
5 will come and try to make us pay for that.

6 CHAIRMAN WILLIAMS: Let's go off the record for just a
7 moment.

8 [Remarks outside the record.]

9 CHAIRMAN WILLIAMS: The decision in this case is that the
10 union will go sit down with the employer on these specific dates
11 in question, and if the company can show a sheet signed by a
12 driver or drivers for these particular days on checking the
13 equipment on the piggy-back ramp, the claim is denied. If not,
14 it's paid.

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1 CASE #11-8-4238 NOVEMBER 12 1968 4:25 P.M.
2 SANTA FE TRAILS TRANSPORTATION COMPANY, and
3 LOCAL 315, Martinez, California.

4 SPECIAL JC#7 COMMITTEE
5

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman STAN WYKOFF
GEORGE KING GORDON KIRBY

8 APPEARANCES:

9 R. V. HINDERLITER and HARRY COZART appeared on behalf
10 of the employer.

11 VINCE ALOISE and JOE DAVIS appeared on behalf of
Local 315.

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14 CHAIRMAN WILLIAMS: This is Case 11-8-4238 involving
15 Local 315 and Santa Fe.

16 MR. DAVIS: As of 8/16, when this case was filed for a
17 man by the name of Harfert in particular--right now, another is
18 Ward Allen--they were both off sick, and then all of a sudden,
19 the company come up by saying when the men are off sick, before
20 returning to work, Mr. Cozart hands them three copies.

21 First, he sends them a registered letter stating: "Our
22 records indicate that you have been off work"--this is dated
23 July 29--"due to sickness since July 18. Attached are three
24 copies of form No. 1784-A which you are to have your personal
25 doctor complete and return the original and one copy to my
26 office before you report to work."

1 This man did this. The doctor charged him \$10 to get those
2 three forms filled out. He was off sick. And under the contract,
3 in Section 10 of Article 47A, it says that when the employer
4 requests, that the men will be compensated for it. That's the
5 one case.

6 He wrote the letter of Ward Allen of July 24: "I am
7 enclosing three copies of Form so-and-so which must be completed
8 by your personal physician. Two of the copies of this form
9 must be returned to us before you return to work."

10 So we are asking that they be compensated whenever they
11 are required to go to the doctor to get these three copies filled
12 out. Now, the company is going to come up and say this isn't a
13 physical.

14 CHAIRMAN WILLIAMS: Wait just a minute. Your claim is
15 filed wrong, in the first place. Insofar as this being a
16 request of the employer, that's one thing. But under the contract,
17 if they request a physical, they have to pay for it. All right.
18 There is no rule, period, under the contract that if a man has
19 been off sick that he must fill out a report to go back to work.
20 If you can find me that clause in the contract. . . Now, since
21 they did request it, certainly I think the employer has to pay
22 for it.

23 MR. DAVIS: That's our claim.

24 CHAIRMAN WILLIAMS: I understand that. But let's present
25 it according to the contract.

26 MR. DAVIS: I'm sorry.

1 CHAIRMAN WILLIAMS: This is not a physical. This is a
2 demand made by the employer when a man has been off sick. Now,
3 we do have an understanding nation-wide that if a man is in a
4 serious accident and he recoups, before he returns back to work,
5 the company can ask for a doctor's report on that man where it
6 was an injury. At no time has there been any argument at all on
7 sick leave.

8 MR. COZART: We didn't feel that these men were off because
9 they were sick. I've got their work record here, and it's pretty
10 bad.

11 CHAIRMAN WILLIAMS: I know. But you have a clause in the
12 contract to take care of that, too.

13 MR. COZART: But they are claiming sick.

14 CHAIRMAN WILLIAMS: I understand that. And they filled
15 out the reports or the doctors filled out the reports--

16 MR. COZART: They did.

17 CHAIRMAN WILLIAMS: --that proved they were sick or were
18 under a doctor's care.

19 Why don't you use the section under the contract to take
20 care of the problem rather than do it this way?

21 MR. HINDERLITER: I thought the claim was against trying
22 to get the forms filled out for information which we have been
23 trying to get. That's the first time it cost them \$10. If
24 they bring us a statement from their doctor for filling out a
25 report we requested, we'll pay it. It's a sheet of about four
26 questions. That's what it is.

1 MR. DAVIS: Can I rebut?

2 Have you got that form that you took to Joint Council 7?

3 MR. ALOISE: What about the time consumed?

4 MR. HINDERLITER: It's one page.

5 MR. DAVIS: He says we have an objection. If he has
6 Gordon do this every day, fine, as long as he compensates for
7 the time and the doctor's bill to fill it out.

8 Now, he stated that if the fellow presented a bill from
9 the doctor, fine. If that's the decision, we'll go by that.
10 We won't object as long as you go by it.

11 MR. ALOISE: What about the time consumed by the man?

12 MR. HINDERLITER: The man is going to the doctor to get
13 his release to go back to work.

14 MR. ALOISE: There's nothing in the contract that says he
15 has to do this.

16 MR. COZART: At the time, these men didn't even come back
17 to work after they were released to come back to work. So they
18 didn't lose any time. They didn't come back to work when they
19 were released to come back.

20 MR. DAVIS: Mr. Cozart indicates that these men were not
21 sick. He says in his letter: "Our records indicate that you
22 have been off due to sickness." You admitted that he was sick
23 right here.

24 MR. COZART: I didn't take their word for it until I got
25 these reports. They didn't lose any time.

26 CHAIRMAN WILLIAMS: Let me ask you a question: If I was

1 off sick, under your theory now--

2 MR. DAVIS: This was nine days.

3 CHAIRMAN WILLIAMS: Just a minute.

4 MR. DAVIS: Excuse me.

5 CHAIRMAN WILLIAMS: --and I call you and say, "I'm ready
6 to come back to work," or I call your supervisor. He says,
7 "Now, wait a minute. I want you to have your doctor fill out
8 these papers before you can come back to work." And if I lost
9 two days because of the fact of getting this information and
10 going back to my doctor, you'd have to pay for that too.

11 MR. COZART: We understand that.

12 CHAIRMAN WILLIAMS: Now, if these guys actually didn't
13 lose anything and didn't report back to work, even after they
14 got this, that's another question.

15 MR. COZART: They didn't. I've got their work record,
16 I've got their releases, and neither one of them came back to
17 work when they were released.

18 MR. ALOISE: Mr. Cozart informed the men. Here it is:
19 "I was told by Mr. Cozart that I would not be allowed to work
20 until the form was completed. Cozart himself told me I wouldn't
21 be allowed to punch until I turned the form in to him. There-
22 fore, I was prevented from working on August 7."

23 MR. DAVIS: On that particular day, he couldn't go to
24 the doctor. You can't talk to the doctor. He had to make
25 an appointment to come back at 3:30. So he lost that day.
26 You just don't walk into a doctor's office.

1 MR. COZART: He said I wouldn't let him come to work on
2 August 7th. He was released to come to work on August the 6th.
3 I got the doctor's release. And he didn't come and he didn't
4 show up on August the 7th. He talked to me at noon on the
5 morning of the 7th, and the 8th, he didn't come back to work.
6 And the 9th, he came to work. He went home early sick, after
7 being off fourteen days.

8 MR. ALOISE: On Tuesday the 6th, he went to the doctor's
9 office and the form wasn't ready. The doctor might have dated
10 it, but it wasn't ready.

11 MR. COZART: The doctor dated it the 7th and said he
12 could come back to work on the 6th?

13 CHAIRMAN WILLIAMS: I think we got a definite understanding
14 of what this thing calls for.

15 MR. HINDERLITER: What happened, this is the form that
16 we use--and you're familiar with it, Roy--in serious cases;
17 heart attack and things of that nature, to get needed information
18 from the personal doctor.

19 It was requested from these two men because there had
20 been quite a series of absenteeism on their part and, as you
21 say, there is a place in the contract--

22 CHAIRMAN WILLIAMS: There is a place in the contract to
23 take care of that. But I think if they present the bills or
24 what it cost them, they should pay this. And if there was any
25 work lost because they didn't have this, then I think you owe
26 that too.

1 MR. COZART: Neither one of them reported back even after
2 they were released.

3 CHAIRMAN WILLIAMS: You have no problem.

4 The decision is that the aggrieved men will present bills
5 to the company for the payment of filling out these reports,
6 and if any time was lost by virtue of them having to have these
7 forms filled out, this company will be responsible for the
8 payment.

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1 CASE #11-8-4224 NOVEMBER 12 1968

4:37 P.M.

2 ENCINAL TERMINALS, and
3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman
7 GEORGE KING

STAN WYKOFF
GORDON KIRBY

8 APPEARANCES:

9 JOHN DELSOL appeared on behalf of the employer.

10 DEKE DeCOSTA appeared on behalf of Local 70.

11 - - -

12 CHAIRMAN WILLIAMS: This is Case 11-8-4224 involving
13 Local 70 and Encinal Terminals.

14 MR. DeCOSTA: It was the position of the union that the
15 company has no right to establish two seniority lists as long
16 as both locations are located within Local 70's jurisdiction.

17 We are speaking now that Encinal Terminals has now, through
18 bid, got a right from Walkup's Merchants of a container operation.
19 Now, the company wants to start a container division, only
20 utilizing the other one as a container division and utilizing
21 two seniority lists.

22 We're saying: one seniority list. And that's all we're
23 asking for: one seniority list with that company for all our
24 people.

25 CHAIRMAN WILLIAMS: Now, let me ask a question: This

1 Encinal Terminal, did they bid and get another job or something?

2 MR. DeCOSTA: They underbid, through Matson Container
3 Division, Ringsby, Walkup, and all of them lost the bid. Encinal
4 purchased the bid.

5 CHAIRMAN WILLIAMS: All right. Now, is that a house
6 account?

7 MR. DeCOSTA: Yes.

8 CHAIRMAN WILLIAMS: Under the terms of the contract--

9 MR. KIRBY: We don't have one.

10 CHAIRMAN WILLIAMS: So what you are saying is that the
11 successful bidder here wants to now set up a special division
12 under separate seniority to handle this particular operation.
13 Is that what you are saying?

14 MR. DeCOSTA: That's what they are saying.

15 MR. KING: Can we go off the record?

16 [Remarks outside the record.]

17 CHAIRMAN WILLIAMS: Go ahead.

18 MR. DELSOL: Well, Encinal Terminals started this
19 operation with the Matson Containers from their 7th Street
20 operation on October the 1st.

21 Under Article 5, Section 5 of the National Master Agreement,
22 we offered the opportunity to the men in the San Leandro division
23 to transfer to this new division, which seven of the men did
24 transfer and they were installed with their seniority in this
25 new division. The new hires were placed on the seniority list
26 after these men.

1 The company has two seniority lists in operation at the
2 present time, and due to the different type of operation that we
3 have, the company felt that it was in the best interest of all
4 concerned to maintain two seniority lists.

5 The San Leandro operation is a truckload operation and
6 normally always in straight loads, fork lift on and off, and
7 the other is a lot of hand loading and it's domiciled at 7th
8 Street, because all of the containers originate from this place
9 and end back there.

10 The company felt that they followed the terms of the
11 contract in following Article 5, Section 5 in offering to the
12 men whoever wanted to transfer down to this new division.

13 CHAIRMAN WILLIAMS: All right. Now, let me ask you a
14 question: These seven people that did actually come, were they
15 new hires insofar as Encinal was concerned?

16 MR. DELSOL: Yes. They had about three months seniority,
17 some of them, and two of them, I guess, had had three years.

18 CHAIRMAN WILLIAMS: All right. Now, do they have any
19 preference over at this new Encinal operation?

20 MR. DELSOL: Yes, they're on the top of the seniority list
21 of the new operation.

22 MR. DeCOSTA: But they're not Merchants people.

23 CHAIRMAN WILLIAMS: I understand. I had a bug in the back
24 of my head, and I wanted to see if I was right.

25 MR. KIRBY: Just a point of clarification: Your Encinal
26 operation at San Leandro consists principally of a fruit haul.

1 In the fruit season, you haul principally Del Monte canneries,
2 don't you?

3 MR. DeCOSTA: And glass.

4 CHAIRMAN WILLIAMS: How many people do they need over
5 there?

6 MR. KIRBY: I was just coming to that.

7 CHAIRMAN WILLIAMS: OK.

8 MR. KIRBY: Under that seniority roster, it is very
9 seasonal, is it not, with the fruit season?

10 MR. DELSOL: That's right.

11 MR. KIRBY: And the men that transferred to your container
12 division were fairly junior on that list?

13 MR. DELSOL: That's right.

14 MR. KIRBY: They would have been laid off?

15 MR. DELSOL: They would have been laid off this winter.

16 MR. KIRBY: At the end of the current season?

17 MR. DELSOL: That's right.

18 MR. KIRBY: So they took advantage of that new container
19 division--

20 MR. DELSOL: To have steady employment.

21 MR. KIRBY: --to have steady employment and bid over
22 there, and you placed them on the top of that container seniority
23 roster.

24 MR. DELSOL: Yes sir.

25 MR. DeCOSTA: That wasn't agreed by the local union. We
26 say they go to the bottom of the seniority list, because we got

1 men of fifteen and twenty years at the company, and if they
2 have at a certain time to lay off these men with twelve years
3 and keep the men with thirteen days on the job. . .

4 MR. KIRBY: I missed you.

5 MR. DeCOSTA: You didn't miss me. When they put these
6 people on, we told them, "These people, these men go on the
7 bottom of the seniority list. They don't go on the top of the
8 seniority list."

9 MR. KIRBY: What men are we talking about?

10 CHAIRMAN WILLIAMS: The seven men that came over there.

11 MR. DeCOSTA: That's correct, the new men they hired.

12 CHAIRMAN WILLIAMS: On the bottom--

13 MR. DeCOSTA: --of the seniority list of the--

14 MR. KIRBY: --of the container.

15 CHAIRMAN WILLIAMS: This is what he's asking for.

16 MR. WYKOFF: The bottom of the combined seniority list?

17 MR. DeCOSTA: They go on the bottom of that list.

18 Now, we also agreed this: that he's letting these people
19 over there working, and if they would come back. . . the people
20 who do not want to stay there have the right to come back
21 according to their seniority on the other division, but we do not
22 grant the right of two divisions. One seniority list, and one
23 seniority list only.

24 MR. WYKOFF: Was this offered to everyone? I mean--

25 MR. DeCOSTA: From the top man to the bottom man.

26 CHAIRMAN WILLIAMS: How many men do you need to handle the

1 containerization? That's what I am asking.

2 MR. DELSOL: At the present time, we have eleven men. On
3 January 1st, we will increase the container division perhaps
4 another ten or fifteen men.

5 CHAIRMAN WILLIAMS: Well, then I'd like to talk to the
6 Committee here a minute. Why don't I excuse you guys just a
7 second.

8 [Executive session.]

9 MR. KIRBY: Based on Article 5, Section 5 of the National
10 Master Freight Agreement, the company, Encinal Terminals, is
11 to offer transfer opportunity to the container division of
12 present Local 70 Encinal Terminals employees.

13 Upon transferring, an employee shall maintain his seniority
14 in the container division only for work purposes. However, after
15 the original transfer, the container division's regular positions
16 shall be offered on a seniority basis annually thereafter,
17 starting with January of 1970.

18 This offering shall be on a combined seniority basis
19 between Encinal's San Leandro and container division Local 70
20 employees.

21 MR. KING: Second the motion.

22 CHAIRMAN WILLIAMS: You heard the motion. Ready for the
23 question?

24 All those in favor, signify by saying "Aye." Those
25 opposed?

26 The motion is carried.

1 [Whereupon, the parties returned to the hearing room and
2 the motion was read by the reporter.]
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1 CASE #11-8-4227 NOVEMBER 13 1968

10:27 A.M.

2 MARCH TRANSPORTATION, and
3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

6 EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

8 APPEARANCES:

9 BILL HASTETTER, REX AVERITT and NORMAN JONES appeared
10 on behalf of the employer.

11 LOU RIGA and WAYNE ELLIS appeared on behalf of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: This is Case 11-8-4227 involving
14 Local 70 and the March Transportation.

15 Was this a seniority case?

16 MR. RIGA: Yes, it is.

17 CHAIRMAN WILLIAMS: Go ahead.

18 MR. RIGA: Well, the union here has a case against March
19 Transportation, and it's on Articles 38 and 39 of our Supplemental
20 Agreement. The company refuses to recognize the seniority of
21 Wayne Ellis and is using casual men as a subterfuge to beat the
22 hiring procedure.

23 Now, briefly, I'll run down the days in question and the
24 problem here that has arisen. Wayne Ellis worked for March
25 Transportation on August 30th, September 5th, 6th, 10th, 11th,

1 12th, 13th, 16th, 17th, 19th, 20th and 23rd of 1968, for a total
2 of twelve days, and I have twelve pay check stubs that I hand
3 to the Chairman here to verify that fact as Exhibit 1.

4 Then, on September 26th, Mr. Ellis was dispatched out of
5 the Teamsters union local hiring hall, Local 70 hiring hall, I
6 should say, along with three other men. When Mr. Ellis arrived,
7 he was refused employment. The other men were employed, and he
8 was refused only on the fact at that time that this would have
9 been his thirteenth day and he would have obtained seniority,
10 and the company would then have to put him on the steady
11 seniority list. And here Exhibit 2 is the referral slip that
12 Mr. Ellis had with him when he went to work on the 26th.

13 CHAIRMAN WILLIAMS: That's the thirteenth day?

14 MR. RIGA: That would have been his thirteenth day, and he
15 was dispatched out of the hiring hall with that referral slip,
16 and the date is stamped, I think, there.

17 Now, I'd like to give at this time some of the casuals
18 that worked to prove to the panel here that the company has used
19 this hiring practice to disallow men from getting seniority.
20 Now, in the month of August, for example, we have a Tim Hallinan
21 here; he worked five days. We have a G. Voskul (V-o-s-k-u-1)
22 who worked ten days. We have an Ed Gonzales who worked ten days.
23 We have a Walt Freeman that worked ten days. We have a G. Pimentel
24 who worked ten days in August. We have a Jim Rice who worked one
25 day in August. And Ellis himself worked eight days in August.

26 So, for Exhibit 3, I'd like to present these referral slips

1 to the panel, and we have them broken down, the months and how
2 many days these casuals worked. This is Ellis, the man in
3 question, and this is all the other people that worked as
4 casuals out of the hall.

5 Now, we feel here that a man who is trying to seek steady
6 employment does not have a chance with an employer taking the
7 position to circumvent the hiring procedure just so he won't have
8 to put anybody on the steady seniority list. We feel that Wayne
9 Ellis should be put on the steady seniority list and be employed
10 by March. That's our case.

11 MR. KIRBY: Question: How does the company call from the
12 hiring hall? By name or by number?

13 MR. RIGA: As far as I realize, it was--

14 MR. ELLIS: By request.

15 MR. RIGA: Mr. Ellis here is saying that the company had
16 called him by name, but the last day they did not. They didn't
17 specify anybody by name; just four people as casuals.

18 MR. KIRBY: And on that thirteenth day, you happened to be
19 within the top four on the hiring hall list at that particular
20 time of dispatch?

21 MR. ELLIS: Yes. There was a tag there.

22 MR. KIRBY: There was a tag there?

23 MR. ELLIS: There was a tag by March.

24 MR. RIGA: They called his name, and when he went up to
25 the window, they gave him the March tag.

26 MR. SLAYBAUGH: I want to ask a question too to see if I

1 can find out about these casuals prior to the time of becoming
2 permanent. These casuals, were they called for by name?

3 MR. ELLIS: Yes, they have to be.

4 MR. SLAYBAUGH: You wouldn't know.

5 MR. ELLIS: I'm sorry.

6 MR. RIGA: I realize, talking to the stewards, if a man
7 is a good worker, they will call for him by name. If some of
8 these people aren't at the hall, then they just tell them.

9 MR. SLAYBAUGH: The point that I was getting at is fairly
10 simple: If they were not called by name, the fact that these
11 worked 3, 7, 5 is simply by chance. That's the way they came
12 up out of the hiring list.

13 MR. RIGA: The referrals that I see there, Mr. Slaybaugh,
14 show to me that these people must have been requested by name,
15 the majority of them.

16 MR. SLAYBAUGH: I'll find this out.

17 MR. HASTETTER: Well, first of all, to get into the number
18 of casuals that we have used. We've had quite an absenteeism
19 problem at our barn, and I had our Chicago office prepare a
20 chart with all of our people's names and showing the amount of
21 absenteeism to prove why we have to use so many casuals.

22 From the first of the year up until November the 2nd,
23 there was a possible 3,542 working days, based on the number of
24 people that we have. Of those days that were available for our
25 people to work, we had 411-3/4 days absenteeism.

26 [Remarks outside the record.]

1 MR. HASTETTER: As I stated before, I had my Chicago office
2 prepare a report to show why we have to use so many casuals.
3 And up to November the 2nd, there were 3,542 available man-days
4 to be worked, based on the people that we have working for us,
5 and during that period, we have had 411 absentee days, whether
6 it was one a day, or two a day or five a day.

7 CHAIRMAN WILLIAMS: Are you counting vacation and everything
8 else?

9 MR. HASTETTER: I haven't checked it this close, Mr.
10 Williams.

11 CHAIRMAN WILLIAMS: Because we are talking about a lot of
12 days in a year if you--

13 MR. HASTETTER: I don't believe so. I don't think so.
14 Anyway, I'll leave it here.

15 Anyway, Mr. Ellis worked eleven days, according to my
16 records. I have the time cards and the copy of our hiring slip
17 which we transmit to Chicago for casuals. Not twelve. But
18 that's beside the point.

19 Article 39, Section 1 says that seniority shall apply after
20 thirteen days within a 30-day period. Not ten days, not eleven
21 days and not twelve days. And Article 38, Section 4 states that
22 we have a right to reject an employee as long as he is in no way
23 discriminated against because of union activities or union
24 membership.

25 Now, he was rejected on the morning in question, but not for
26 that reason. The reason was that after he had filed his
application, we checked his application out and found that there

1 were errors on it in five different instances--falsified, if you
2 please.

3 He said he was laid off from one company, and he wasn't.
4 And I don't want to bring out. . . I got in trouble the last
5 time. I don't want to bring out the company's name; I don't
6 want to get that involved. But I have the record here, if you
7 care to see it.

8 He said that he had never been arrested. He had.

9 He said that he had never been refused bond. He has been
10 refused bond.

11 And, of course, when he signed the application as being
12 true and what have you, why, he falsified it again.

13 Anyway, on the day in question, the thirteenth day that
14 Mr. Riga is talking about, Mr. Averitt here called the hall for
15 four men, and he specifically did not request Mr. Ellis, as he
16 advised Mr. Ellis, as well as Mr. Jones, that he would not be
17 called in due to the fact that he was not eligible because of
18 past problems he had had with former employers. And the dispatch
19 slip will show that he was not requested.

20 Ellis at the hall was called as the next man up to be
21 dispatched and he refused the slip, but was told by the. . . He
22 tried to refuse it, but he was told by the dispatcher that
23 either he accept the slip or he would not work for that day.
24 He took the slip and reported to our barn whereby he told Mr.
25 Averitt, who is my early-morning man, and Mr. Jones, who is my
26 night man, what happened and that he would go home and forget it

1 if the steward would let him. Mr. Averitt told him OK, but that
2 he was rejected under Article 4. The steward saw Mr. Ellis
3 leaving. He wondered why he was. So they requested him to wait
4 until I arrived. I usually get in there at 8:30, a quarter to
5 9.

6 When I arrived, we had a meeting with one of my other
7 supervisors and I present, as well as the three stewards, Romo,
8 Dodge and Haley, and they asked why I would not hire him. And
9 I stated that he did not meet our hiring standards, as he
10 himself admitted to Mr. Averitt and to other of our supervisors
11 that he had been in trouble at another company and that he was
12 not seeking employment with us, but was grateful for the work
13 that we had given him in the past.

14 So this is the reason why Mr. Ellis was not put on our
15 seniority roster and why Mr. Ellis was not allowed to go to
16 work on the thirteenth day. You see, with as many casuals as
17 we use, sometimes it's hard to control this 13-day deal, because
18 of the fact that if you call for individuals who are good
19 workers, and we get up around nine or ten days, because of this
20 absenteeism, you have to request them by name, and then if you
21 don't request them by name, then you're liable to get them
22 back again. So it gets a little hairy along about the end of
23 the month due to this absenteeism problem we have. Sometimes
24 we'll call for people, and they can't be replaced. So, conse-
25 quently, we get on with half a force and get half of our work
26 out. So this is our problem.

1 Mr. Averitt, would you state what you know about this.

2 MR. AVERITT: Well, the morning in question that Mr. Ellis
3 came in with his hiring slip, which he was not requested from
4 the hall that morning, and he walked up to the window--Mr. Jones
5 here was present--and he walked up there and he said, "I had to
6 take this slip from the hall. I know it's my thirteenth day."
7 And he says, "If you don't want me to work on the thirteenth
8 day, I'll just leave and forget it." And I said, "Well, I'm
9 not refusing you on the 13th-day slip. I have to refuse you on
10 the Article 38." And he says, "I'll just leave if the stewards
11 will let me leave." And they talked to Mr. Ellis after he left
12 the window.

13 And he, incidentally, left the hiring slip with me, which
14 I gave to Mr. Hastetter and Jim Dodge when they came in to have
15 their meeting with Mr. Hastetter. That's about all I can add to
16 it, I think.

17 MR. HASTETTER: Mr. Jones.

18 MR. JONES: All I can add is: The morning in question,
19 Mr. Ellis came up to the window, and just as Mr. Averitt and
20 Mr. Hastetter also stated, we had not requested him on that day.

21 CHAIRMAN WILLIAMS: The union.

22 MR. RIGA: Yes, I'd like to rebut these statements here.

23 In a conversation with Mr. Hastetter and the shop stewards
24 that I was present at, it was discussed that Wayne Ellis was a
25 very good worker by Mr. Hastetter here, but in checking his
26 record, they had found that in 1964 he was in some prior trouble,

1 and it was against their company policy, as through their
2 Chicago office, to put anybody that's had trouble on the steady
3 payroll.

4 Now, there is work at Clipper Carloading for the simple
5 fact that, being the agent there, for the last year, there's
6 been approximately eight or ten people there who have resigned or
7 have been fired, and the majority of these people have not been
8 replaced. The company has instructions from Chicago that a lot
9 of these pigs, as you call these vans, that are brought out here
10 by the Santa Fe Railroad, that they are delivered directly so
11 they have a transfer, which is another company, and this way,
12 they get away from hiring people of Local 70. This goes way
13 back to problems we had with the president of the company about
14 two or three years ago.

15 Now, with Mr. Ellis here, he was never sent a letter to
16 the union or the hiring hall stating that he was not satisfactory
17 for employment. Now, the procedure in 70 here is: the majority
18 of companies will be sending letters out, "Don't send this man
19 anymore to March Transportation"--or what have you--"because his
20 work isn't satisfactory." This hasn't been done.

21 And as far as calling the people by name, I checked with
22 the dispatcher, Steve Marenkovich. He said they did not call
23 or request, you know, these people by name. And I feel that a
24 man who's looking for a steady job--in 1964 he might have had
25 a problem with another trucking firm; this is no reason the
26 company should not hire him.

1 I feel that Mr. Ellis here is a man that is trying to let
2 bygones be bygones for a mistake that he made. He wants a job,
3 he has a family to support, and I think that it's inhumane to
4 tie him in down to five years ago for something he did. I feel
5 that we should go by the contract and this man should be put
6 on the steady payroll.

7 CHAIRMAN WILLIAMS: Let me ask one question, Lou: On the
8 company's statement where this man filled out an application
9 and didn't state that he had had any problem, what is your
10 answer to that, or the driver?

11 MR. RIGA: I'll have the driver--

12 MR. ELLIS: There were two applications. The first one
13 I filled out, the graveyard man, Harry Fanning, told me to
14 fill out another one to try to get me on steady. I guess that's
15 the one he had. I don't know where the first one has gone.

16 MR. SLAYBAUGH: You know that's not the thing to do.

17 MR. ELLIS: I was just trying to get a job.

18 CHAIRMAN WILLIAMS: Anything else?

19 MR. HASTETTER: Well, one more thing, Mr. Chairman.

20 There have been a number of people that have been let go
21 for one reason or have resigned, and we have replaced some of
22 them. We've had three or four new hires in the past five or
23 six months. But the main reason we're not doing this is
24 because our company has grown--we're not the largest, but not
25 the smallest--and due to our growth, we have started loading a
26 lot of direct trailers into Sacramento, into Stockton, into

1 San Francisco, as Mr. Riga pointed out, and also, this way, we
2 are starting to load directly into San Jose, which takes some
3 of the work out of this terminal. These are points that are
4 covered by those particular cities, which reduces our cartage
5 cost to our company.

6 So this is the reason why we haven't gone into a full-
7 scale employment of replacing these people that happened to
8 either quit, or get fired or what have you. As the need comes
9 around, of course, we'll hire people.

10 CHAIRMAN WILLIAMS: Of course, when you've got over 300
11 days where you are using people, regardless of the absenteeism,
12 which certainly we can't control, how many new employees have
13 you hired in the last year for the growth of your company?
14 You say it's growing, you are going to have to put some people.
15 How many people have you put on?

16 MR. HASTETTER: Four.

17 CHAIRMAN WILLIAMS: It didn't grow very much, did it?

18 MR. HASTETTER: Because, Mr. Williams, we have transferred
19 a lot of this freight into other direct terminals.

20 CHAIRMAN WILLIAMS: Well, I was only going on your
21 statement. You said you had grown, and I wanted--

22 MR. HASTETTER: That's the reason we have to spread it to
23 other terminals as the volume increases. Now we have
24 Sacramento, instead of moving to Oakland and paying the long haul
25 over to Sacramento.

26 MR. KIRBY: Do you have your own operation?

1 MR. HASTETTER: No.

2 MR. RIGA: I would like to point out they had thirty
3 employees two years ago. They only have eighteen employees.
4 So this is the problem we have.

5 MR. HASTETTER: Nineteen.

6 MR. RIGA: We had it two years ago with the president of
7 the company, and that's why the work is being taken away from
8 us.

9 CHAIRMAN WILLIAMS: Did they automate the new dock?

10 MR. RIGA: It is a beautiful dock, but they use only a
11 few doors.

12 CHAIRMAN WILLIAMS: Anything else?

13 MR. KING: I'd like to ask one thing. I don't know how
14 pertinent it is, but the company made an issue that this young
15 fellow had a problem and a record. But he leaves on the
16 transcript the inference that this guy could have robbed a bank.
17 If you are going to bring out a guy's record and leave it on
18 the record that this is the reason you don't want to hire him,
19 I don't know whether the guy wants to keep it a secret or not,
20 but I don't think that it's just quite right to leave it hanging
21 in the middle of the air. What did he do that was so bad?

22 MR. ELLIS: A radio in my car, a Westinghouse.

23 CHAIRMAN WILLIAMS: He had a Westinghouse radio in his
24 car. I assume when he was working for Navajo.

25 MR. ELLIS: It was a charge of possession.

26 MR. SLAYBAUGH: This was 1964?

1 MR. ELLIS: Yes.

2 MR. SLAYBAUGH: Have you worked for them since then?

3 CHAIRMAN WILLIAMS: He quit at that time?

4 MR. RIGA: Voluntarily quit.

5 MR. SLAYBAUGH: You haven't worked permanently for any
6 trucking company since then?

7 MR. ELLIS: No. It's always been up against me.

8 CHAIRMAN WILLIAMS: Anything else?

9 MR. HASTETTER: As much as Mr. King brought this up, the
10 reason I didn't bring this up, Mr. King, is because I messed up
11 in the last hearing, and I wanted to make sure I wouldn't in
12 this one too.

13 MR. KING: I'm sorry I brought it up.

14 MR. HASTETTER: I have the investigator's report here
15 also from a previous company. He was let go after this, I believe,
16 because he could not furnish bond, and he was given thirty days
17 or whatever the contract says to furnish bond.

18 MR. SLAYBAUGH: Mr. Chairman, I think it's redundant.

19 CHAIRMAN WILLIAMS: Anything else?

20 MR. KIRBY: Executive session.

21 [Executive session.]

22 MR. KIRBY: Based on Article 39, Section 1, the motion is
23 denied.

24 MR. SLAYBAUGH: Second.

25 CHAIRMAN WILLIAMS: You heard the motion. Ready for the
26 question?

1 All those in favor, signify by saying "Aye." Those
2 opposed?

3 The motion is carried.

4 [Whereupon, the parties returned to the hearing room and
5 the motion was read by the Chairman.]

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1 CASE #11-8-4231 NOVEMBER 13 1968

11:07 A.M.

2 ROBERTSON DRAYAGE, and
3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE

5
6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
GEORGE KING DON M. SLAYBAUGH
GORDON KIRBY

8 APPEARANCES:

9 RICHARD BEAULIEU and PETE HENNEMANN appeared on
10 behalf of the employer.

11 LOUIS RIGA appeared on behalf of Local 70.

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14 CHAIRMAN WILLIAMS: This is Case 11-8-4231 involving
15 Local 70 and Robertson Drayage.

16 MR. RIGA: This case here involves Robertson Drayage
17 where the company, with Mr. Beaulieu representing the company
18 here, had worked Mr. Al Dreyfus (D-r-e-y-f-u-s) from August 12
19 1968 through August 23 '68 routing bills at the Oakland terminal.

20 Now, Mr. Dreyfus is a Teamster out of Local 85, and he
21 worked in Local 70's terminal. Now, about two weeks prior to
22 this day in question, Mr. Beaulieu called me up at my office
23 and he advised me at that time that he might run into difficulty
24 obtaining a qualified man to route bills on the graveyard shift,
25 and if he could not get a qualified man, would it be okay with
26 me and would I agree to have someone other than a Local 70

1 Teamster do the work. I told him to go down and ask the senior
2 man at the terminal and give him an opportunity to do the job.
3 If not, Local 856 does have a contract with the clerical
4 employees and has jurisdiction there also, and there would be
5 no objection to me on putting a Local 856 clerk.

6 Instead, I understood, about a week later or so, that they
7 had this Local 85 man working there, and I tried to contact Mr.
8 Beaulieu on it and was unsuccessful. And so, I talked to Mr.
9 Hoberg there, who is the head of their platform operation, and
10 he stated it was out of his hands.

11 So, the Teamster from 85 worked for two weeks, and that is
12 Local 70's jurisdiction, and he punched in and out of that
13 terminal. And I never heard of anything like this. And we're
14 asking for monies due to a Local 70 man because of this violation
15 of work jurisdiction.

16 CHAIRMAN WILLIAMS: Any question of the union?

17 Go ahead.

18 MR. BEAULIEU: Well, in every one of our key positions,
19 as route man and down the line, dispatcher, we always have
20 a backup man. Mr. Hann has been in this position for about
21 three years as a route man in Oakland, and Mr. Christenson has
22 been the backup man for the same period of time. We've always
23 kept their vacations apart, and they've always agreed to this.

24 So, Mr. Christenson was due back to work on the 12th,
25 which Mr. Hann was leaving on the Friday before. In other words,
26 his vacation was starting on the 12th. So we tried to call

1 Chris and see that everything was all right on the Thursday, so
2 we were all set up because, as I stated before, there is always
3 a backup man on every job, both San Francisco and Oakland. Mr.
4 Christenson's phone had been disconnected. So I had Pete
5 Hennemann, the dispatcher in Oakland, send him a wire on Thursday,
6 which would have been what? The 7th or the 8th. He phoned us
7 on Friday. We asked him if everything was set. Mr. Hann got
8 off work at 8:30 that morning, and he had tried to contact
9 Christenson the day before, and he called us on Friday and we
10 asked him if everything was set for Sunday night.

11 He stated that he was coming back to work Sunday night
12 because he needed the money, but in his frame of mind, he
13 wasn't able to concentrate. His son had been in a bad automobile
14 accident on the way back from Santa Cruz and had been in the coma
15 for three days and they didn't know what would happen. He
16 said, "Just in the frame of mind that I am in, I'm unable to
17 route the bills." So I contacted Pete and I says, "You better
18 get hold of Lou and tell him the problem that we're up against."

19 Now, in the San Francisco terminal, there was, going back
20 to when this job was bid and over a period of time, and as late
21 as about a year ago or two years ago, Local 70 represented when
22 we had the qualifications for this job, and there had been quite
23 a few that had been eliminated. And that's how Hann got it. And
24 so, we figured that there was no one capable or qualified to
25 route these bills in the Oakland terminal.

26 I went to my San Francisco terminal, being the only outlet

1 By this time, it's around 3, 4 o'clock in the afternoon on
2 Friday. I have to go to work on Sunday night at midnight. In
3 my San Francisco terminal, I have backup men both on my San
4 Francisco routing and my Oakland routing. So I went to Dreyfus,
5 the man mentioned in here, and I asked him, "You're the backup
6 man here for routing the Oakland bills. Would you consent to
7 go to Oakland, route the Oakland bills? But I want to tell you
8 now you cannot touch any freight; you can touch nothing."

9 Now, ordinarily, we would have a competent man qualified
10 for this. We have one. His name is Bill Ricks. At this time,
11 he was relieving on the dispatch desk in San Francisco, as our
12 San Francisco dispatcher was on vacation. So Dreyfus said yes,
13 that he would go over to help us out. And I said, once again,
14 "Now, you cannot touch any freight. All you can do is route
15 these bills."

16 Now, as far as pulling in an outside person on this short
17 notice, it takes quite a while to qualify in the forwarding
18 business; it's not like a truck line. I've brought the different
19 types of bills that we have here. We have nine different types
20 of bills. We unload and deliver for nine forwarders. The men
21 that are on this job, they're trained to look, as they see the
22 bill, who's the consignee, which side. It could vary from one
23 side to the other. He has to take the equipment checks, as we
24 are limited in the equipment, go down and be able to pick these
25 up, and route them and fill them out, in order to get the whole
26 freight out.

1 It takes quite a while to train a man. In fact, when I
2 put Hann in there, I think I spent two weeks with him, and he's
3 been with the company I don't know how many years. So this is
4 what I did.

5 In the two weeks that this man was on the job, I was not
6 questioned or approached. And the reason I have Mr. Hennemann
7 here is: he has told me that he did contact Mr. Riga, and I'm
8 going to leave it up to you, Pete, to tell what the conversation
9 was on that.

10 MR. HENNEMANN: Well, I contacted Mr. Riga here and
11 explained the situation on Bob Hann going on vacation, and it
12 couldn't be cancelled because he had reservations paid for in
13 advance. Then I sent this telegram to Mr. Christenson there
14 to call me the following morning there, which he did call about
15 10:30, 11 o'clock, stating that he could not take the job. He
16 told me about his son being in an automobile accident and in
17 the coma.

18 MR. BEAULIEU: I've covered that. Do you have anything
19 of the conversation with Lou?

20 MR. HENNEMANN: Well, Mr. Riga, I told him, I explained
21 the situation with him. I told him if he had any questions on
22 this or any problems on this, that there was some problem with
23 the men at the time, and he could contact Dick Beaulieu in
24 San Francisco right away. And as far as I know, Dick Beaulieu
25 here was never contacted. I don't know.

26 MR. BEAULIEU: Now, the action on the company's part took

1 place on August the 12th. The man was on the job for two weeks.
2 I was not approached at any time. I went over there to see
3 that everything was going all right. In fact, I went into the
4 Oakland terminal with this man the first night to show him
5 where everything was and what was going on. I stayed there with
6 him all night. Nothing was said that night. The steward said
7 nothing. And Chris came over to me and apologized, and he says,
8 "If there's something that I can help out on, if he gets in a
9 jam, I'll certainly do it." And he says, "Dick, I just couldn't
10 sit down and concentrate and do the job."

11 Now, we have upwards probably of five hundred to a thousand
12 bills. When you see the different sizes of bills, the different
13 types of companies, the whole works, it's impossible to break a
14 man in here in less than two or three weeks, unless somebody is
15 sitting right with him.

16 As I say, for two weeks, we had no repercussions on this
17 job, and the next thing I knew, on September 12th, which was
18 one month later, then the grievance was filed for the money
19 for an 85 man working in the Oakland terminal. And I will
20 state once again: this man touched absolutely no freight. This
21 was the understanding going in.

22 MR. RIGA: I want to rebut.

23 CHAIRMAN WILLIAMS: Yes.

24 MR. RIGA: I'd like to rebut.

25 Mr. Hennemann never did call me. I don't know. I have
26 had conversations on the phone, but nothing in regards to this

1 incident here.

2 No. 2. We do have qualified people on the day platform.
3 They were never asked. I had about twelve calls here.

4 This is another thing. This is kind of a unique operation
5 This company has two operations. They have Robertson Drayage,
6 which Mr. Beaulieu heads and he is out of the San Francisco
7 terminal. Anything to do with Robertson Drayage, I cannot go
8 to the Oakland terminal and get any advice. I have to go to
9 San Francisco or I have to go through a battery of operators
10 to get Mr. Beaulieu. He's a hard man to get. Fine, he's there,
11 but when I want to get him on something, because I had a dozen
12 calls from Teamsters about this 85 man, I cannot get him.

13 Mr. Hoberg, on the other hand, handles the platform
14 operation. Any time I talked to him, he would say, "You have
15 to see Mr. Beaulieu in San Francisco."

16 I don't care how many bills we had. My conversation with
17 Beaulieu was: "If you take an 856 clerk, fine. If not, forget
18 it!" I didn't expect a Local 85 man to come in Local 70's
19 jurisdiction and work. And that is wrong, and we want two weeks
20 pay for a Local 70 man.

21 CHAIRMAN WILLIAMS: Anything else?

22 Excuse the parties.

23 [Executive session.]

24 MR. KIRBY: I move that the senior employee on that shift
25 shall be paid one week's pay at the straight time hourly rate.

26 MR. KING: Second.

1 CHAIRMAN WILLIAMS: You heard the motion. Ready for the
2 question?

3 All those in favor, signify by saying "Aye." Those
4 opposed?

5 The motion is carried.

6 [Whereupon, the parties returned to the hearing room and
7 the motion was read by the Chairman.]

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1 CASE #11-8-4233 NOVEMBER 13 1968 11:30 A.M.
2 O. N. C. MOTOR FREIGHT SYSTEM, and
3 LOCAL 85, San Francisco, California.

4 SPECIAL JC#7 COMMITTEE
5

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman DON M. SLAYBAUGH
GEORGE KING GORDON KIRBY

8 APPEARANCES:

9 WILLARD GALBRAITH appeared on behalf of the employer.
10 TOM ANDRADE appeared on behalf of Local 85.
11

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13 CHAIRMAN WILLIAMS: This is Case 11-8-4233 involving
14 Local 85 and O. N. C.

15 Go ahead.

16 MR. ANDRADE: Well, Mr. Chairman, as you recall, the
17 O. N. C. had a case here for interpretation of certain language
18 that they misunderstood, and when they moved over here to San
19 Francisco, they applied this same language to our people over
20 here, where certain of them got hostler's rate of pay. You
21 heard the case, you yourself.

22 CHAIRMAN WILLIAMS: This was on a change of operation
23 originally, wasn't it?

24 MR. ANDRADE: Yes. So, at that time, the application of
25 correction of the language was allowed, and there was a decision
26 made.

1 However, the twenty-four or twenty-five men that originally
2 came out of Oakland on the transfer were getting hostler's rate
3 of pay over there. When they brought them over here, they never
4 at no time did stop these people from getting hostler's rate of
5 pay. They continued paying them hostler's rate of pay until
6 the decision that was made here. Then they turned around and
7 they stopped it. So I had to refile this, because these people
8 and I got Roy Nunes here that had the barn at the time.

9 And under page 23, there is the maintenance of standards,
10 which is very specific: "The Employer agrees that all conditions
11 of employment in his individual operation relating to wages, hours
12 of work, overtime differentials and general working conditions
13 shall be maintained at not less than the highest standards in
14 effect at the time of the signing of this Agreement. . . ."

15 And then, under Local 85's portion of it, which is over
16 on page 42, which is the past practice. I'm including this
17 because they are under our jurisdiction, but I think that Local
18 70's contract past practice is the same as ours.

19 What I am saying here is that these people. . . the fact
20 that the employer, at the time that they transferred these people
21 over here, did not take the hostler's rate of pay away, continued
22 paying them, because this was the interpretation that they got
23 as far as heavy duty and so forth over in Oakland, that these
24 twenty-four men--I'm not saying "our people" because, for our
25 people, the wording was corrected here by this panel--but the
26 twenty-four people that came over from Oakland into our area

1 on the transfer over during the change of operation--

2 CHAIRMAN WILLIAMS: --actually got a cut in pay now. Is
3 that what you are saying?

4 MR. ANDRADE: Yes sir, yes sir.

5 CHAIRMAN WILLIAMS: What is the hostler's rate of pay
6 against what--

7 MR. NUNES: A dollar above.

8 CHAIRMAN WILLIAMS: A dollar a day?

9 MR. NUNES: A dollar a day above.

10 MR. ANDRADE: A dollar a day above.

11 And what we are asking here, if we get a decision in our
12 favor, is from the time that they stopped paying these people--
13 that might be two months, or a month or whatever the case may
14 be--that these guys, these twenty-four people, under this
15 agreement, they've got a dollar a day more coming for all these
16 days that they've worked them and took it away from them. And
17 Roy Nunes here can verify that they did get this because he was
18 business agent over there. Roy, is this true or not?

19 MR. NUNES: Yes. To help out Tom's case here, these
20 people, some of them were hostlers, some of them worked the
21 platform and received doubles pay, some of them drove bobtail.
22 But they all received the doubles rate of pay because we have
23 a signed agreement with O. N. C. that a man's rate of pay, once
24 it is established, is never cut, and that's in writing.

25 MR. KIRBY: May I ask a question? Is that in writing
26 between Local 70 and the company?

1 MR. NUNES: Right.

2 MR. ANDRADE: Well, if I may here. All I'm saying here
3 now--I want you gentlemen to understand one thing here: Had
4 this company, at the time of the change of operations, when
5 they brought these men over here, had they stopped paying these
6 people, because at that time, and I'll be frank with you, they
7 had no agreement with Local 85. But they continued paying these
8 people up till the time that we got a decision here as far as
9 correcting the language of interpretation on the heavy duty
10 and doubles or whatever the case may be. And I feel that under
11 the maintenance of standards and past practice that they've got
12 it coming. I don't think they had the right to take the dollar
13 away from these twenty-three or twenty-four men.

14 CHAIRMAN WILLIAMS: Let's hear from the company.

15 MR. GALBRAITH: Gentlemen, we feel that this prior case
16 that Tom mentioned that we had here in August resolved this
17 issue. At the time we went through the change of operations,
18 it was agreed to the change and the decision that the Local 70
19 people, some twenty-five people would have the opportunity to move
20 to San Francisco, and this was to be done by posting a notice
21 and bid by seniority, which we did.

22 We posted this notice on March the 5th and told them that,
23 as a result of the change of operations, there would be work--
24 at that time, we had twenty-two, but actually, twenty-five moved
25 across--that twenty-two employees would have the opportunity to
26 transfer to Local 85 and take this job.

1 Now, the twenty-five men that went over there bid for the
2 job by their seniority, and we moved them across. Now, we're
3 not denying that many of the men--and they weren't all receiving
4 the doubles rate of pay--there were thirteen out of the twenty-
5 five that were receiving doubles rate of pay, and they continued
6 right on getting the doubles rate of pay when they came over
7 here, the first day they worked here.

8 The balance of them that were getting the over-ten-five
9 rate, which at that time was three eighty-nine an hour, the
10 first day over, they started getting the doubles rate of pay.
11 And this is what our prior case was: that before we moved, and
12 I was in the meeting with Tim, and Tom and Bill Pimberton at
13 Tim's office, we agreed that we would pay the over-ten-five
14 rate to the men that came across, and this was referred to as
15 the heavy duty. And the man that was at San Leandro at that
16 time interpreted the heavy duty as the doubles rate of pay. And
17 we even started these other men that were making the three eighty-
18 nine, which was the over-ten-five, from the day they moved to
19 San Francisco, they were put on the doubles rate of pay.

20 And then we filed that case to bring this back to contract.
21 It was agreed at that time--George was there and Joe Diviny, on
22 June the 3rd, when we had a little work problem at the barn--and
23 it was agreed we would determine how many men we would need on
24 the doubles work and hostler; we would post them out of the
25 entire barn to bid for them, and the balance of the men would go
26 to the contract rate of pay. And we continued to pay them all.

1 We filed the grievance, but we didn't cut their pay. We waited
2 until the decision. This dragged out for some time, and we
3 continued to pay the rate of pay of the doubles. And the
4 decision was that we had filed timely in the 90-day contract.
5 So then, at that time, that's when we readjusted the rate in
6 the 85 barn, and we seriously felt that we had handled it
7 properly.

8 And the fact that we raised the pay of the men that
9 weren't getting doubles, we even raised them to the doubles
10 rate of pay, it was a misinterpretation of what "heavy duty"
11 and "doubles" is. "Heavy duty" on the Oakland side means
12 doubles pay, and "heavy duty" on this side means over-ten-five
13 rate. And our man misinterpreted, and we started paying every-
14 body doubles rate of pay. And it was an error, and we corrected
15 it. That's basically the issue, and we felt it was resolved.

16 MR. ANDRADE: Let me say this: First of all, I want to
17 correct Mr. Galbraith here: that I was not at that meeting. It
18 doesn't make any difference.

19 But all I'm saying here is that the correction has been
20 made due to the fact that there was a misinterpretation of the
21 wording between the two locals. Mr. Galbraith says it's thirteen
22 men. I don't care if it's one man. These thirteen men that
23 moved over, or the thirteen out of the twenty-five that were
24 getting the doubles rate of pay, regardless of what they have
25 done, and they continued paying them, I think, under the
26 agreement, that they're entitled to it.

1 CHAIRMAN WILLIAMS: Anything else?

2 MR. ANDRADE: It's all I've got.

3 MR. GALBRAITH: No.

4 CHAIRMAN WILLIAMS: Excuse the parties, please.

5 [Executive session.]

6 MR. KIRBY: The past practice involving the company and
7 Local 70 does not apply to the company and Local 85, and there-
8 fore, the decision in that case No. 8-8-4081 applies.

9 MR. KING: Second.

10 CHAIRMAN WILLIAMS: You heard the motion. Ready for the
11 question?

12 All those in favor, signify by saying "Aye." Those
13 opposed?

14 The motion is carried.

15 [Whereupon, the parties returned to the hearing room and
16 the motion was read by the reporter.]

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1 CASE #11-8-4225 NOVEMBER 13 1968 11:47 A.M.
2 ILLINOIS - CALIFORNIA EXPRESS, and
3 LOCAL 70, Oakland, California.

4 SPECIAL JC#7 COMMITTEE
5

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman DON M. SLAYBAUGH
GEORGE KING GORDON KIRBY

8 APPEARANCES:

9 R. S. McILVENNAN appeared on behalf of the employer.
10 LOUIS RIGA appeared on behalf of Local 70.

11 - - -
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13 CHAIRMAN WILLIAMS: This is Case 4225 involving Local 70
14 and I. C. X.

15 Go ahead, Lou.

16 MR. RIGA: OK. Article 51, Section (a) has been violated,
17 which is the Local 70 Supplemental Agreement to the National
18 Master Freight Agreement.

19 On July 3rd 1968, driver James Martin, the night shift
20 hostler, was dispatched to Dependable Trucking in Berkeley and
21 loaded two trailers of Kraft cheese. This cheese is warehoused
22 in Dependable Truck Line's warehouse after it's been unloaded
23 from boxcars. And the union here is claiming that this is a
24 customer pickup.

25 We feel that on an interlining basis within the jurisdiction
26 of Local 70, from terminal to terminal, that it wouldn't have

1 have been a violation here. But where they go over and pick up
2 this cheese after it's been sitting in this warehouse a consid-
3 erable length of time, this is strictly a customer pickup because
4 it's been rerouted there by I. C. X. in the barn division. Then,
5 of course, they would deliver it through their line schedules.

6 So we're asking that the time-and-a-half penalty rate be
7 paid to the hostler.

8 CHAIRMAN WILLIAMS: The company is using the terminal.
9 You're using the customer. Is that right?

10 MR. RIGA: That's right.

11 CHAIRMAN WILLIAMS: Mac, the company.

12 MR. McILVENNAN: OK. Our position on this is that this
13 was a load or two of Kraft cheese that was transported to the
14 San Francisco-Oakland area by rail apparently and that Dependable
15 Trucking, as I understand it, is a carrier here that unloads and
16 delivers freight locally in this area.

17 This load of cheese was consigned to, I believe, the
18 Sacramento or the valley area, and our part of this movement, we
19 might say, is the second half. In other words, we look upon
20 this as a through movement from the Kraft cheese factory to the
21 consignee in which one half or one part of the over-the-road is
22 handled by rail, and we handle the second part of the over-the-
23 road and delivery. And consequently, we feel it's one through
24 movement in which we have interline with Dependable Trucking
25 who, we understand, is a local carrier. So we look on this
26 particular movement as a through movement in which I. C. X.

1 participated in the second half of delivery. I'm not aware of
2 how long it was at the warehouse.

3 CHAIRMAN WILLIAMS: Let me ask you a question: Does Kraft
4 Cheese use this warehouse as a regular warehouse to store their
5 merchandise?

6 MR. McILVENNAN: I don't know. My understanding is that,
7 while they may have a warehouse there, that actually they
8 perform a local delivery service also. This shipment, of course,
9 is outside their authority, and that's why we got into it on the
10 second end of it.

11 I'm not too familiar with the arrangement, the physical
12 arrangement.

13 CHAIRMAN WILLIAMS: I tell you, you should be more
14 familiar.

15 MR. McILVENNAN: Maybe Gordon is, because he was part of
16 the operation at one time.

17 CHAIRMAN WILLIAMS: Because you certainly can't count this
18 as a terminal. If Kraft Cheese had their cheese shipped in by
19 rail and it was warehoused at this warehouse, that you go over
20 and pick up a regular Kraft cheese shipment, in this case, on
21 the company's premises, you couldn't call it a continuation of
22 a line haul by using it as a terminal.

23 MR. McILVENNAN: Well--

24 CHAIRMAN WILLIAMS: Unless you got a lot more information
25 than you have been able to present here, Stu.

26 MR. McILVENNAN: The only information I have is that this

1 is part of a through movement. We looked at it that way. Now,
2 whether this shipment was in the warehouse and not part of a
3 through shipment, I would have to say it was. I don't know.

4 MR. SLAYBAUGH: Well, you have no way of knowing, when you
5 get a call from Dependable to pick this up, whether it's been
6 simply sitting on their platform or where the hell they got it.
7 Is that correct?

8 MR. McILVENNAN: No.

9 CHAIRMAN WILLIAMS: Wait a minute, Stu. Wait a minute,
10 Don. That isn't true, now. For instance, if I'm going to haul
11 a continuation of a load that came in here by rail, if you look
12 at the rail bill of lading that brought it in here, it was
13 probably consigned to this warehouse in Oakland and it's not
14 a continuation. You didn't take a split bill on it, did you?

15 MR. McILVENNAN: We paid local rate on it, I believe.

16 MR. KIRBY: You got the local rate?

17 MR. McILVENNAN: Yeah, right.

18 CHAIRMAN WILLIAMS: Anything else?

19 MR. KIRBY: Executive session.

20 [Executive session.]

21 MR. KING: I move that, in this particular case, the claim
22 of the union be upheld.

23 MR. KIRBY: Second.

24 CHAIRMAN WILLIAMS: You heard the motion.

25 All those in favor, signify by saying "Aye." Those
26 opposed?

1 The motion is carried.

2 [Whereupon, the parties returned to the hearing room and
3 the motion was read by the Chairman.]

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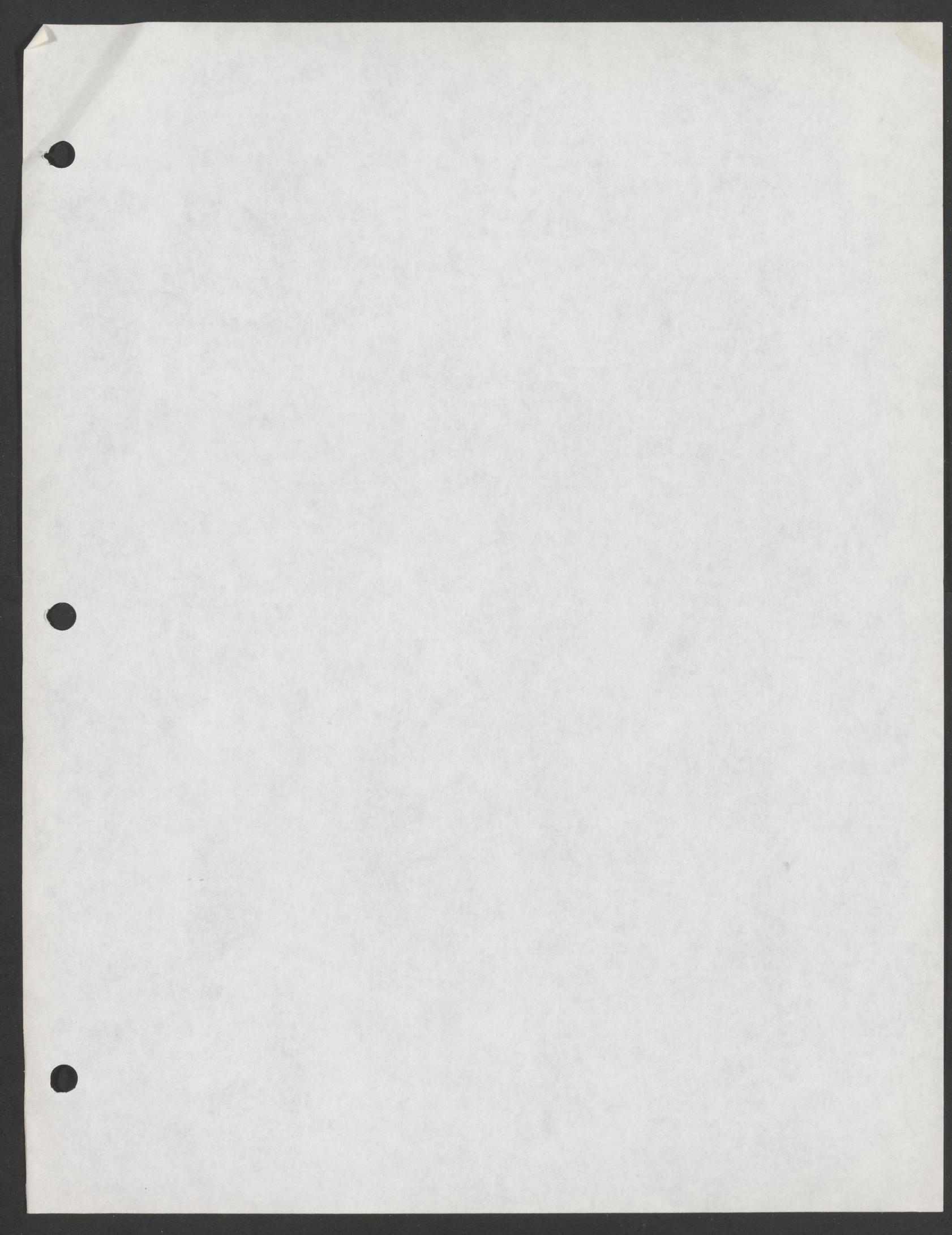
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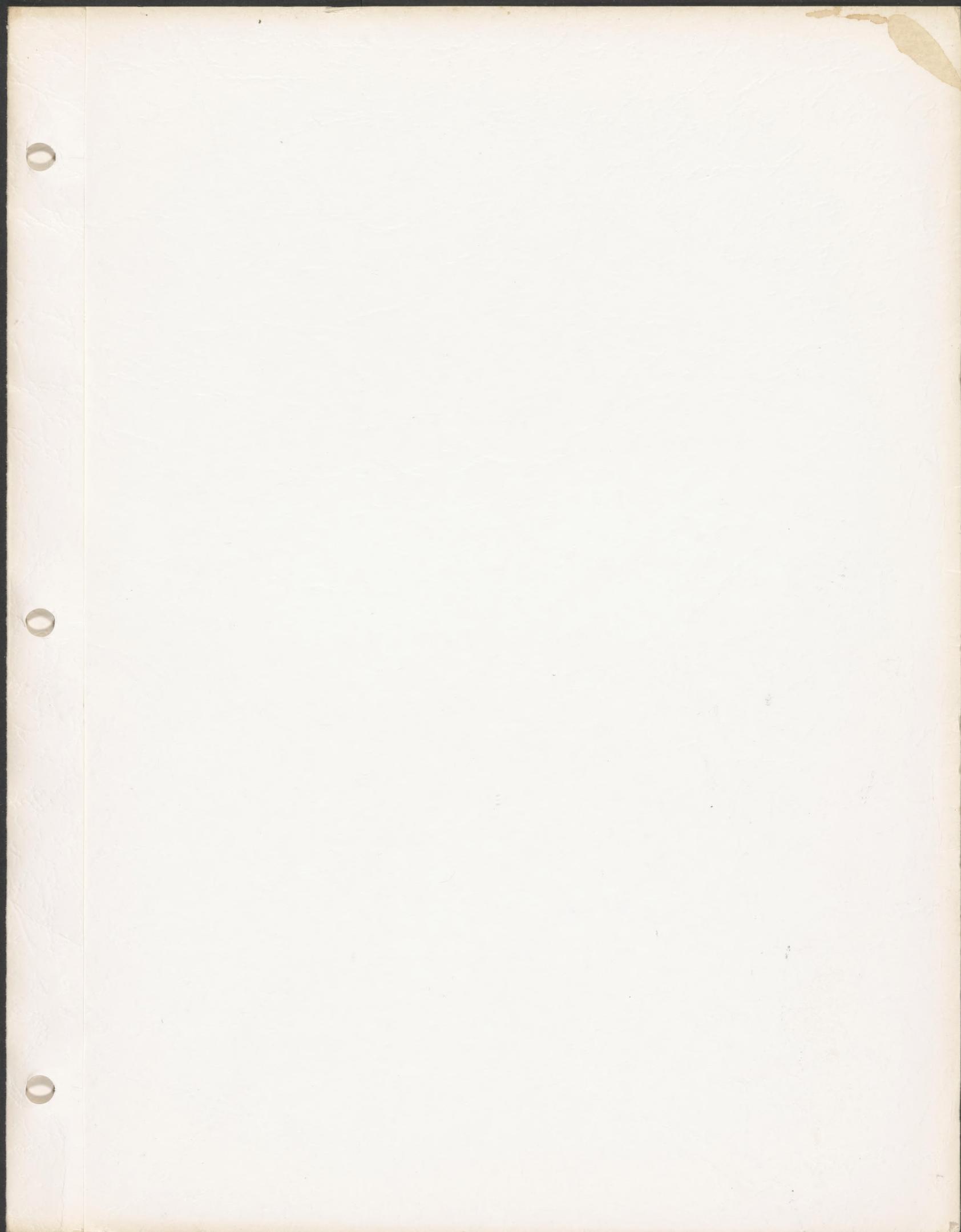
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E. D. CONKLIN

CERTIFIED SHORTHAND REPORTER
110 SUTTER STREET
SAN FRANCISCO 4, CALIFORNIA





MINUTES OF MEETING

UNION REPRESENTATIVES OF THE JWAC COMMITTEE

AND

REPRESENTATIVES OF LOCAL UNIONS

MONDAY, NOVEMBER 11, 1968, at 10:00 A.M.

HILTON HOTEL - SAN FRANCISCO, CALIFORNIA

The meeting was called to order at 10:00 A.M., Monday, November 11, 1968 by Joe Diviny, Chairman.

1. Roll Call of the Union members of the Joint Western Area Committee showed the following members present:

Verne Milton	Harry Kachadoorian
George Rohrer	Harry Bath
Bob Rampy	Bud Green
Art Trimble	Elgie Farris
Art Hardy	Allen Griggs
Barney Volkoff	Gene Shepherd
	George King

2. The Minutes of the meeting of the Union members of the Joint Western Area Committee and Local Union Representatives held on Monday, August 12, 1968 were approved as mailed.
3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc. were present in the meeting:

Clyde Crosby - I.. B. T.
Herb Helmers - Local 357
Jess Arnold - Local 81
Jack Crotty - S. Cal. JSC
Horace Manning - Local 104
Duane Wemple - Local 137
Ed Shapiro - Local 208
W. B. Patton - Local 208
John Murnin - Local 85
Al Brundage - Attorney
Ed Blackmarr - Local 208
Howard Yeager - Local 150
Al Appelbaum - Local 468
Stan Stanhope - Local 41
Glen Jones - Local 492
Vince Aloise - Local 315
Charles Brenner - Local 208
Gene Bedford - Local 692
Pete Kurbatoff - Local 235

Carl Burckel - Local 396
Weldon Wirt - Local 224
Jerry Vercesi - Local 468
Marvin Johnson - Local 180
Bill McCollum - Local 310
Lou Riga - Local 70
Joe Perkins - Local 692
Jack McLaughlin - Local 856
Jack Mery - Local 381
E. F. DeCosta - Local 70
Charles Rice - Local 81
Clyde Yandell - Local 224
Ed Dietrich - Local 208
Bud Green - Local 17
Manny Magan - Local 208
Chuck Mack - Local 70
Alex Maher - Local 208
Bill Dykstra - Local 856
Joe Morrill - Jt. C. #38

4. The following committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

MAIN COMMITTEE (O. T. R.)

Joe Diviny - Chairman
Harry Bath
Verne Milton
Gene Shepherd
Fred Hofmann
Floyd Mendenhall

Ernie Hincher - Secretary

Jerry Vercesi - Sgt. at Arms

SUB-COMMITTEE ON LOCAL OPERATIONS:

Barney Volkoff
Art Hardy (alternate)
George Rohrer
Art Trimble
Elgie Farris
Bud Green

Jack Crotty - Secretary

Herb Helmers - Sgt. at Arms

CHANGE OF OPERATIONS COMMITTEE:

Bill Waggoner
Lake Case
Robert Rampy
Allen Griggs
Robert Shaw
Harry Kachadoorian

Joe Morrill - Secretary

Horace Manning - Sgt. at Arms

JOINT COUNCIL # 7 COMMITTEE:

Roy Williams
George King

5. Powers of Attorney approved by the Western Master Freight Division (see attached)
6. Signed "Me-Too" Agreements submitted (see attached).
7. Standard Contract Participation approved by the division (November, 1968) (see attached).
8. Harry Bath discussed the problems arising from the contract covering the Colorado Short-Line Carriers.
9. ADJOURNMENT.

THE FOLLOWING POWERS OF ATTORNEY
HAVE BEEN APPROVED BY
THE WESTERN MASTER FREIGHT DIVISION

(JWAC - November, 1968)

Cunha Transportation Co., Inc. - National Master and Local 70 Pickup and Delivery Supplemental Agreement. Concurrence from Local 70, August 13, 1968. Approved WMFD September 11, 1968.

O. N. C. Motor Freight System- National Master and Western States Area Automotive Shop and Truck Servicing Supplemental Agreement. Concurrence from Local 665, August 27, 1968. Approved WMFD August 29, 1968.

System 99 - National Master and Western States Area Over-The-Road and Western States Area Pickup and Delivery Supplemental Agreements. Concurrence from Local 684 September 16, 1968. Approved WMFD September 23, 1968.

Warren Transportation Co. - Western Master Freight Agreement and Agriculture and Horticultural Transportation Supplemental Agreement. Concurrence from Local 468, October 9, 1968. Approved WMFD October 18, 1968.

STANDARD CONTRACT PARTICIPATION

THE FOLLOWING PARTIES HAVE ENTERED INTO "ME TOO" AGREEMENTS

November, 1968

Bay Area Shippers Consolidating Association, Inc. and Local No. 856. National Master and Western States Area Office Employees Supplemental Agreement (and Rider thereto). Approved WMFD October 21, 1968.

Bay Freight Lines and Local No. 856. National Master and Western States Area Office Employees Supplemental Agreement (and Rider thereto). Approved WMFD October 21, 1968.

A. M. Devincenzi Co. and Local No. 856. National Master and Western States Area Office Employees Supplemental Agreement (and Rider thereto). Approved WMFD September 27, 1968.

Lee Way Motor Freight, Inc. and Local No. 856. National Master and Western States Area Office Employees Supplemental Agreement (and Rider thereto). Approved WMFD October 21, 1968.

United Parcel Service and Local No. 856. National Master and Western States Area Office Employees Supplemental Agreement (and Rider thereto). Approved WMFD October 21, 1968.

STANDARD CONTRACT PARTICIPATION

November, 1968

Ace Sandblasting Co. and Local No. 208. National Master and Western States Area Pickup and Delivery Supplemental Agreement. Approved WMFD Sept. 27, 1968.

Arctic Container Service and Local No. 741. National Master and Western States Area Pickup and Delivery Supplemental Agreement. Approved WMFD October 18, 1968.

Auto Purchasing Agency and Local No. 87. National Master and Western States Area Pickup and Delivery Supplemental Agreement. Approved WMFD October 29, 1968.

Economy Truck Lines and Local No. 208. National Master and Western States Area Pickup and Delivery Supplemental Agreement. Approved WMFD October 8, 1968.

Nicks Hauling Service and Local No. 150. Western States Area Master and Agricultural and Horticultural Transportation Supplemental Agreement. Approved WMFD October 24, 1968.

Ray's Trucking Service and Local Union No. 208. National Master and Western States Area Pickup and Delivery Supplemental Agreement. Approved WMFD October 28, 1968.

Rep Trans, Inc. and Local No. 208. National Master Freight Agreement and Western States Area Pickup and Delivery Supplemental Agreement. Approved WMFD October 18, 1968.

Western Tank Lines, Inc. and Local No. 741. Western States Area Master and Washington and Northern Idaho Bulk Commodities Supplemental Agreement. Approved WMFD October 24, 1968.

Whitney, Everett L. and Local Union No. 208. National Master and Western States Area Pickup and Delivery Supplemental Agreement. Approved WMFD October 8, 1968.

Mel William Trucking and Local No. 208. National Master and Western States Area Pickup and Delivery Supplemental Agreement. Approved WMFD October 18, 1968.

Joe D. Spagnola and Local Union No. 208. National Master and Western States Area Pickup and Delivery Supplemental Agreement. Approved WMFD October 30, 1968.

DECISIONS OF NATIONAL GRIEVANCE COMMITTEE AND MULTI-CONFERENCE
GRIEVANCE COMMITTEE - MEETINGS OF OCTOBER, 1968

Case # Local 17, Denver, Colorado and Burlington Truck Lines, Inc.
8-8-3919

Deadlocked August, 1968 JWAC Grievance Committee.
Article 38 (Scope of Agreement), Western States Area
Pick-Up + Delivery Supplement.

DECISION: The Multi-Conference Grievance Committee shows that
the captioned matter is Postponed.

Case # Local 45, Great Falls, Montana, and
8-8-4074 United-Buckingham Freight Lines

Referred by the JWAC Grievance Committee, August,
1968. Article 32 (Sub-Contracting)

DECISION: The Multi-Conference Grievance Committee referred
the captioned matter to the Joint Western Area Committee
for settlement.

(See November, 1968 JWAC Minutes for decision)

Case # Local 85, San Francisco, California, and
8-8-3967 Nikkel Corporation and Dant Forest Products

Referred by JWAC Grievance Committee, August, 1968.
Article 1, Section 3 (Transfer of Company Title or
Interest), National Master Freight Agreement.

DECISION: The National Grievance Committee on October 10, 1968
adopted a motion that Article 1, Section 3 is applicable
to the captioned matter.

Case # Local 224, Los Angeles, California, and
8-8-3988 Garrett Freightlines

Deadlocked August, 1968 JWAC Grievance Committee.
Article 53, Section 7 (c) (Abuse of Free Time). Western
States Area Over-The-Road Supplement.

DECISION: The Multi-Conference Committee on October 10, 1968
adopted a motion that based on the facts in the transcript
the claim be denied.

Case # Local 468, Oakland, California, and
11-7-3482 Pacific Intermountain Express

Deadlocked August 13, 1968, JWAC Grievance Committee.
Article 54 (Sleeper Cab Operations), claim for additional
miles. Western States Area O-T-R Supplement.

DECISION: The records of the Multi-Conference Grievance Committee
shows that the captioned matter has been Postponed.

DECISIONS OF NATIONAL GRIEVANCE COMMITTEE AND MULTI-CONFERENCE
GRIEVANCE COMMITTEE - MEETINGS OF OCTOBER, 1968

Re: Southern Conference and Western Conference and Western Gillette, Inc.

Seniority application at Grant, New Mexico for Pecos and Dallas employees involved in an operational change.

DECISION: The Multi-Conference Committee on October 10, 1968 appointed the following committee to settle the seniority dispute and report to the Multi-Conference Committee:

Joe Morgan
R. S. McIlvennan

Verne Milton
Sidney P. Upsher

The above committee reported their decision to the Multi-Conference Committee on October 10, 1968, as follows:

The obligation to Pecos and Dallas employees to move to Grant shall terminate three years from the date of the original change.
